AGENDA

Regular City Council Meeting,

Successor Agency to the
Former Redevelopment Agency and the
Wasco Public Finance Authority

Tuesday, January 17, 2023 – 6:00 pm.
Council Chambers
746 8th Street, Wasco, CA 93280
www.cityofwasco.org

Public advisory: Face masks are recommended. The City Council chamber is open and accessible to the public.

View the meeting Live on the city's website https://www.cityofwasco.org/306/city-council-meeting-videos subject to technical limitations.

ACCESSIBILITY: In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the City Council meeting, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org within 48 hours of the meeting or sooner.

The following is provided to assist with public participation:

AGENDA AVAILABILITY: The City Council Agenda is posted on the bulletin board located at the entry of City Hall 746 8th Street, Wasco, at the entry of 764 E street, Wasco, and at the entry of the Sheriff's Office 748 F street, Wasco. The agenda packet and meeting minutes, and archived City Council meetings are available on the City's website at www.cityofwasco.org.

Agenda Materials: City Council agenda materials are released no later than 72 hours prior to a meeting, and are available to the public at the City Clerk's Office, 746 8th Street, Wasco, CA, in a public binder at each City Council meeting, and on the City's website at https://www.cityofwasco.org/AgendaCenter

PUBLIC COMMENTS: All public comments are subject to a 2-minute time limit, and a maximum of Thirty (30) minutes will be allowed for any one subject. To provide your comments to the City Councilmembers regarding matters not on the agenda or on a specific item on the agenda, you may address your comments IN PERSON. You will be asked to state your name for the record before making your presentation. If you would like to submit a written public comment, please send an email to the City Clerk at cityclerk@cityofwasco.org no later than **4:00 p.m. January 17, 2023**. Please clearly indicate which agenda item number your comments pertain to. Every effort will be made to read your comment into the record; If a comment is received after the

specific time mentioned above but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

SPANISH INTERPRETATION: If you need an interpretation of your communications to the City Council from Spanish into English, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org. Notification of a least 48 hours will usually enable the City to make arrangements. **Subject to availability**.

INTERPRETACIÓN EN ESPAÑOL: Si necesita una interpretación de sus comunicaciones al Concejo Municipal del español al inglés, comuníquese con el Departamento del Secretario de la Ciudad al 661-758-7215 o por correo electrónico a cityclerk@cityofwasco.org. La notificación de al menos 48 horas generalmente permitirá a la Ciudad hacer arreglos. **Sujeto a disponibilidad**.

GETTING TO KNOW YOUR AGENDA

Agenda Sections:

CONSENT CALENDAR Items are routine items that are not expected to prompt discussion. All items are considered for approval at the same time with one vote. Councilmembers, staff, and the public may request items be removed, and members of the public may comment on an item. Items removed from the Consent Calendar are discussed after the vote on the remaining Consent Calendar items.

PUBLIC COMMENT provides the public with an opportunity to address the Council on any matter not listed on the agenda that is within the jurisdiction of the Council. In compliance with the Brown Act, the Council cannot take action on matters not listed on the agenda.

PUBLIC HEARINGS are held on matters specifically required by law. The Mayor will ask for presentations from the staff and from the proponent or applicant involved (if applicable) in the matter under discussion. Following the Mayor will open the public hearing and ask for public comments. Following the questions from the Councilmembers. The Mayor closes the hearing, and the City Council may discuss and take action.

DEFERRED ITEMS: these are items that were postponed or delayed for specific reasons and are brought back to the Council for consideration. These items are expected to cause discussion and/or action by the Council. Staff may make a presentation, and

Councilmembers may ask questions of staff and involved parties before the Mayor invites the public to provide input.

NEW BUSINESS: are items that are expected to cause discussion and/or action by the council but do not legally require a Public Hearing. Staff may make a presentation and Council members may ask questions of staff and the involved parties before the Mayor invites the public to provide input.

CLOSED SESSION: may only be attended by members of the Council, support staff, and/or legal counsel. The most common purpose of a Closed Session is to avoid revealing confidential information that may prejudice the legal or negotiation position of the City or compromise the privacy interests of employees. Closed sessions may be held only as specifically authorized by law.

Council Actions:
RESOLUTIONS are formal expressions of opinion or intention of the Council and are usually effective immediately.

ORDINANCES are laws adopted by the Council. Ordinances usually amend, repeal or supplement the Municipal Code; provide zoning specifications; or appropriate money for specific purposes. Most ordinances require two hearings; an introductory hearing, generally followed by a second hearing at the next regular meeting. Most ordinances go into effect 30 days after the final approval.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS: CEQA is intended to inform government decision-makers and the public about the potential environmental effects of proposed activities and to prevent significant, avoidable environmental damage.

PROCLAMATIONS and **RECOGNITIONS** are issued by the City to honor significant achievements by community members, highlight an event, promote awareness of community issues, and recognize City employees.

REGULAR MEETING – 6:00 pm

1) **CALL TO ORDER:** Mayor Martinez

2) **ROLL CALL:** Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Saldaña, Reyna

3) **FLAG SALUTE:** led by Mayor

4) **INVOCATION:** by Paul Hernandez, First Will Baptist Church

5) **PRESENTATIONS:**
   a. Food Drive Presentation from Joshua Cooly, Wasco High School Student.

6) PUBLIC COMMENTS:

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for any one subject. Please state your name for the record before making your presentation.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or Discussion on items not on the agenda (subject to narrow exceptions). This will limit a Councilmember's response to questions and requests made during this comment period.

7) SUCCESSOR AGENCY BUSINESS:

a. Nomination and Appointment of Chairman and Vice-Chairman.

b. Adopt a Resolution of the Successor Agency to the Former Wasco Redevelopment Agency to add Vincent Martinez, Alexandro Garcia, and Maria Lara as Authorizing Signers for all Successor Agency Bank Accounts and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Perez-Hernandez)

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS:

a. Nomination and Appointment of Chairman and Vice-Chairman.

b. Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority to add Vincent Martinez, Alexandro Garcia, and Maria Lara as Authorizing Signers for all Wasco Public Financing Authority Bank Accounts and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Perez-Hernandez)

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

The Consent Calendar consists of items that, in the staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests the removal of a particular item.

a. Receive and File department payments totaling $1,319,665.98

b. Adopt a Resolution to add Vincent Martinez, Alexandro Garcia, and Maria Lara as Authorizing Signers for all City Bank Accounts and Find that this action is not a project as defined under the California Environmental Quality Act (CEAQ) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

c. Approval of Travel Expenses Exceeding $500.00 per participation for the Finance Director and Staff Accountant to attend the California Society of Municipal Officers

2023 Annual Training Conference on January 31 – February 03, 2023, and Find that this action is not a project as defined under the California Environmental Quality Act (CEAQ)State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

d. Approval of Travel Expenses Exceeding $500.00 per participation for the Chief of Police to attend the California Police Chiefs Association Annual Training Symposium on March 12 -16, 2023, in Monterey, CA, and Find that this action is not a project as defined under the California Environmental Quality Act (CEAQ)State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

e. Approval of Travel Expenses Exceeding $500.00 per participation for the Chief of Police to attend the Kern Chief's Executive Training Conference on February 8 - 10, 2023, in Pismo Beach and Find that this action is not a project as defined under the California Environmental Quality Act (CEAQ)State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

f. Approval of Travel Expenses Exceeding $500.00 per participation for Executive Assistant Flores to attend the United States Department of Transportation Safety Institute Supervisor Certification Program on January 31 – February 5, 2023, in South San Francisco, CA, and Find that this action is not a project as defined under the California Environmental Quality Act (CEAQ)State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

g. Adopt A Resolution Authorizing The City Manager or designee to Accept And Execute A Standard Agreement With the California Department Of Transportation, Division Of Rail & Mass Transportation, In the amount Of $95,000.00 under the ARPA Program for Transit Operating Assistance and appropriating funds and find that this action is not a project as defined under the California Environmental Quality Act (CEQA) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

h. Adopt a Resolution Authorizing the City Manager to approve a purchase order in the amount of $89,010.88 to purchase two Hybrid SUVs and make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023 and Find that this action is not a project as defined under the California Environmental Quality Act (CEQA) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

i. Accept all bids for the Award of Well #13 Site Development Project Phase II and Adopt a Resolution authorizing the City Manager or his designee to enter into an agreement with Hartzell General Engineering Contractor, Inc. in the amount of $ 4,315,075.00 and authorize the City Manager or his designee execute contract change orders and make quantity adjustments to the contract in an amount not to exceed $50,000 and Find that this action is covered under the California

Environmental Quality Act (CEQA) review performed by California High-Speed Rail Authority (CHSRA) previously. No additional environmental review is required.

j. Adopt a Resolution Authorizing the City Manager or his designee to approve a Budget Amendment to Reallocate Funds in the amount of $37,000.00 to continue the payment for temporary staffing in the City Manager's Department and Find that this action is not a project as defined under the California Environmental Quality Act (CEQA) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

10) PUBLIC HEARINGS:

a. Conduct the Public Hearing and Adopt a Resolution Approving the 5-year water and sewer rate adjustment schedule for customers of record (property owners or tenants) and Find that this action is not a project as defined under the California Environmental Quality Act (CEQA) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Villa)

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

a. Reorganization of City Council Committee Assignments. (Hurlbert)

b. Adopt a Resolution changing the Sewer Rates for the Wasco Elementary Union School District Middle Schools from High School rates to Elementary rates and find that this action is not a project as defined under the California Environmental Quality Act (CEQA) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required (Villa)

c. Adopt A Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Blue Light Solutions to Provide Peace Officer Standards and Training (POST) Background Investigations for Peace Officers and Public Safety Dispatchers and find that this action is not a project as defined under the California Environmental Quality Act (CEQA) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Hurlbert)

d. Discuss, Direction, and Possible Adoption of A Resolution Authorizing the City Manager or his Designee to use The American Rescue Plan Act of 2021 (ARPA) Funds for the Promotion of COVID-19 Vaccination Event(s) to Incentivize Community Participation and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Hurlbert)

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

a. Kern Economic Development Corporation (Garcia)

b. Kern Council of Government (Reyna)

c. Wasco Task Force (Martinez & Reyna)

14) REPORTS FROM KC FIRE AND SHERIFF:

a. Kern County Fire Department (Appleton)

b. Kern County Sheriff's Department (Shinn)

15) REPORTS FROM THE CITY MANAGER:

16) REPORTS FROM THE CITY COUNCIL:

17) CLOSED SESSION: None

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on January 13, 2023, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org.

Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review on the city website ***www.cityofwasco.org*** *and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280, during regular business hours, 7:30 am – 5:00 pm Monday through Thursday and 8–5 pm Friday (closed alternate Friday's), 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.* ***Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.***

The City of Wasco does not discriminate on the basis of disability in the access to, provision of, or employment in its programs and activities pursuant to 29 United States Code Section 12132 and California Civil Code Section 54. Information regarding the rights provided under the Americans with Disabilities Act (ADA) may be obtained from the City Clerk's Office.

If you need special assistance to participate in this meeting, please get in touch with the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to this meeting. Telephone (661) 758-7215. Requests for assistance should be made at least two (2) days in advance whenever possible.

STAFF REPORT
Successor Agency to the Former Wasco Redevelopment Agency

TO: Honorable Chairman and Governing Board

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: January 17, 2023

SUBJECT: Adopt a Resolution of the Successor Agency to the Former Wasco Redevelopment Agency to add Vincent Martinez, Alexandro Garcia, and Maria Lara as Authorizing Signers for all Successor Agency Bank Accounts.

Recommendation:
Staff recommends the Governing Board

1) Adopt a Resolution of the Successor Agency to the Former Wasco Redevelopment Agency Authorizing the Signing Authority for all Successor Agency Bank Accounts.
2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The Successor Agency bank accounts require a formal resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank account. Through this resolution, we are adding Vincent Martinez as Mayor, Alexandro Garcia as Mayor Pro-Tem, and Maria Lara as Assistant City Manager. We are removing Gilberto Reyna as Mayor and John Pallares as Mayor Pro-Tem.

Vincent Martinez	Mayor
Alexandro Garcia	Mayor Pro-Tem

Michael Scott Hurlbert	City Manager
Maria Lara,	Assistant City Manager
Maria O. Martinez,	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

Fiscal Impact:
None.

Attachments:

1. Resolution of the Successor Agency to the Former Wasco Redevelopment Agency Authorizing the Signing Authority for all Successor Agency Bank Accounts.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER WASCO REDEVELOPMENT AGENCY AUTHORIZING THE SIGNING AUTHORITY FOR ALL SUCCESSOR AGENCY BANK ACCOUNTS

WHEREAS, The Governing Board hereby authorizes the following individuals to have signing authority for all bank accounts of the Successor Agency to the Former Wasco Redevelopment Agency:

Vincent Martinez	Mayor
Alexandro Garcia	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Lara	Assistant City Manager
Maria O. Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Successor Agency to the Former Wasco Redevelopment Agency as follows:

SECTION 1: These individuals shall have the authority to sign checks and conduct banking transactions on behalf of the Agency until they are removed from their elected or assigned position.

SECTION 2: Effective January 17, 2023, Vincent Martinez, Mayor, Alexandro Garcia, Mayor Pro-Tem, and Maria Lara, Assistant City Manager, will have signing authority for all bank accounts of the Successor Agency to the Former Wasco Redevelopment Agency.

SECTION 3: Effective January 17, 2023, Gilberto Reyna, Mayor, and John Pallares, Mayor Pro-Tem, will be removed from signing authority for all bank accounts of the Successor Agency to the Former Wasco Redevelopment Agency.

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I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Governing Board of the Successor Agency to the Former Wasco Redevelopment Agency at a regular meeting thereof held on January 17, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
CHAIRMAN of the Successor Agency to the Former Wasco Redevelopment Agency

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Board of the Successor Agency to the Former Wasco Redevelopment Agency

STAFF REPORT
Wasco Public Financing Authority

TO: Honorable Chairman and Board of Directors

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: January 17, 2023

SUBJECT: Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority to add Vincent Martinez, Alexandro Garcia, and Maria Lara as Authorizing Signers for all Wasco Public Financing Authority Bank Accounts.

Recommendation:
Staff recommends the Board of Directors

1) Adopt a Resolution of the Board of Directors of the Wasco Public Financing Authority Authorizing Signing Authority for all Wasco Public Financing Authority Bank Accounts.
2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The Authority bank accounts require a formal resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank account. Through this resolution, we are adding Vincent Martinez, Alexandro Garcia, and Maria Lara, and removing Gilberto Reyna, Mayor, and John Pallares, Mayor Pro-Tem.

Vincent Martinez	Mayor
Alexandro Garcia	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Lara	Assistant City Manager

Maria O. Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

Fiscal Impact:
None.

Attachments:

1. Resolution of the Board of Directors of the Wasco Public Financing Authority Authorizing Signing Authority for all Wasco Public Financing Authority Bank Accounts.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WASCO PUBLIC FINANCING AUTHORITY AUTHORIZING SIGNING AUTHORITY FOR ALL WASCO PUBLIC FINANCING AUTHORITY BANK ACCOUNTS

WHEREAS, The Board of Directors hereby authorizes the following individuals to have signing authority for all bank accounts of the Wasco Public Financing Authority:

Vincent Martinez	Mayor
Alexandro Garcia	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Lara	Assistant City Manager
Maria Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Wasco Public Financing Authority, as follows:

SECTION 1: These individuals shall have the authority to sign checks and conduct banking transactions on behalf of the Wasco Public Financing Authority until they are removed from their elected or assigned position.

SECTION 2: Effective January 17, 2023, Vincent Martinez, Mayor, Alexandro Garcia, Mayor Pro-Tem, and Maria Lara, Assistant City Manager, will have signing authority for all bank accounts of the Wasco Public Financing Authority.

SECTION 3: Effective January 17, 2023, Gilberto Reyna, Mayor, and John Pallares, Mayor Pro-Tem, will be removed from signing authority for all bank accounts of the Wasco Public Financing Authority.

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I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Governing Board of the Wasco Public Financing Authority at a regular meeting thereof held on January 17, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
CHAIRMAN of the Wasco Public Financing Authority

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Board of the Wasco Public Financing Authority

Bill Pay

Council Meeting: January 17, 2023

WARRANTS	AMOUNTS
G121222	263,112.40
A121222	50,034.80
G121422	21,338.18
N121422	15,242.65
A121422	5,951.51
G122122	85,154.76
G121922	19,228.30
WF113022	15,308.49
G010423	218,438.27
A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
G011123	223,185.63
G010923	214,390.29
A010923	5,442.34
Grand Total	**1,319,665.98**

Verified By:
Finance Director

Isarel Perez-Hernandez

Digitally signed by: Isarel Perez-Hernandez
DN: CN = Isarel Perez-Hernandez email = isperez@cityofwasco.org C = US
Date: 2023.01.12 15:47:49 -08'00'

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1	G121222	PG & E COMPANY	85	51997041895 11/21/22	24495	UB 11/21/22 MULTIPLE LOCATIONS	35,110.44
2	G121222	PG & E COMPANY	85	28673832979 11/30/22	24495	UB 747 G ST WELL #14 11/30/22	29,240.99
3	G121222	PACE ANALYTICAL SERVICES, INC	5694	B463166	24494	WTR SAMPLE TEST: 10/27/22 WELL #10 DRINK WTR CLIP	168.33
4	G121222	PACE ANALYTICAL SERVICES, INC	5694	B463500	24494	WTR SAMPLE TEST: 11/22/22 WELL #12 BACTERIOLOGICAL	15.20
5	G121222	PACE ANALYTICAL SERVICES, INC	5694	B463619	24494	WTR SAMPLE TEST: 11/8/22 BACTERIOLOGICAL	106.43
6	G121222	PACE ANALYTICAL SERVICES, INC	5694	B463643	24494	WTR SAMPLE TEST: 11/15/22 WELL #8,#11,#14 DRINK	288.88
7	G121222	PACE ANALYTICAL SERVICES, INC	5694	B463859	24494	WTR SAMPLE TEST: 11/15/22 BACTERIOLOGICAL	91.22
8	G121222	PACE ANALYTICAL SERVICES, INC	5694	B463860	24494	WTR SAMPLE TEST: 11/15/22 WELL #8,#11,#14 BACTERIOLOGICAL	45.61
9	G121222	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2701	24499	WELL #13: SITE DEVELOPMENT PROJECT AD	345.00
10	G121222	READYREFRESH BY NESTLE	4027	02K0033487406	24497	10/27/22-10/26/22: 5409 7TH ST DRINKING WTR SERVICE	45.53
11	G121222	ASPECT ENGINEERING	5829	22411	24484	23018 SCADA UPGRADE 9/27/22 - 10/11/22	40,955.90
12	G121222	FERGUSON ENTERPRISES INC	1008	1759046	24488	GASKET, ASPHALTIC & FUSION BONDED EXPOXY	445.86
13	G121222	QUAD KNOPF, INC.	502	116475	24496	OCT 22:CEOA SUPPORT 4 NEW WTR WELLS & 2 NEW WTR STORAGE	2,692.20
14	G121222	SANDOVAL INDUSTRIES LLC	1180	4770	24498	MATERIAL #GENERAL: BOTTLE RENT NITROGEN	16.24
15	G121222	SWAGIT PRODUCTIONS, INC	5178	SW-001141SI	24501	NOV 2022:AVIOR 25 MANAGED SRVC SaaS	1,435.00
16	G121222	WASCO VETERINARY CLINIC	4770	NOV 2022	24506	11/1/22-11/30/22 VET SERVICES	3,780.00
17	G121222	BHT ENGINEERING, INC	5134	22-547	24485	21016 SB1 POPLAR AVE REHAB 9/27/22 TO 10/31/22	5,207.50
18	G121222	BHT ENGINEERING, INC	5134	22-585	24485	21014 CMAQ PALM AVE: 11/1/22-11/30/22 JOB#22801	415.00
19	G121222	BHT ENGINEERING, INC	5134	22-586	24485	20214 2021 ST LIGHT IMPROVEMENT11/1/22-11/30/22	2,595.00
20	G121222	BHT ENGINEERING, INC	5134	22-588	24485	GROCERY OUTLET PLANT CHECK: 11/1/22-11/30/22	532.50
21	G121222	GARDAWORLD	4266	20550137	24489	NOV 2022: EXCESS SERVICES	21.35
22	G121222	KNIGHT'S SITE SERVICES, INC	1075	0000145967	24492	10/18/22-11/14/22: GW SITE PORTABLE TOILET SERVICE	63.66
23	G121222	ALEXANDER'S CONTRACT SERVICES, INC.	3828	20221018059	24483	10/13/22 - 10/18/22 WTR METER READING SERVICE	6,546.07
24	G121222	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202211180590	24483	11/14/22 - 11/18/22 WTR METER READING SERVICE	6,555.11
25	G121222	CEN-CAL CONSTRUCTION	3848	2176-04	24486	21015 PEDESTRIAN SAFETY IMPRVMNTS-VARIOUS LOCATIONS	41,435.00
26	G121222	DIAMOND TECHNOLOGIES, INC.	2724	32258	24487	WILDCARD SSL CERTIFICATE-DOMAIN VALIDATED-1 YR	311.25
27	G121222	DIAMOND TECHNOLOGIES, INC.	2724	32187	24487	21001 MICROSOFT SRVR OPERATING SYSTEM UPGRADED PROJECT	3,892.50
28	G121222	HAAKER EQUIPMENT COMPANY	4114	C5A08G	24490	DISPOSAL #17: THROTTLE ASSEMBLY	389.75
29	G121222	JORGENSEN & CO.	137	6039448	24491	INSTRUMENT CALIBRATION 5410 7TH ST	255.00
30	G121222	JORGENSEN & CO.	137	6039454	24491	MATERIAL #GENERAL: INSTRUMENT CALLIBRATION	105.00

A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
G011123	223,185.63
G010923	214,390.29
A010923	5,442.34
Grand Total	**1,319,665.98**

Verified By:
Finance Director

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
31	G121222	MOTOR CITY SALES AND SERVICE	2489	403054	24493	22006 1 QT: 2023 GMC SIERRA 2500 VEHICLE PURCHASE	58,709.39
32	G121222	SHAFTER-WASCO IRRIGATION DISTRICT	1055	1ST INSTALL FY 22/23	24500	22/23 1ST INSTALL PMT: ASSESSMENT FEE EXCEMPT PARC	15,659.29
33	G121222	T-MOBILE	4899	964042089 NOV 22	24502	CELL PHONES SERVICES 10/21/22-11/20/22	771.80
34	G121222	THE BAKERSFIELD CALIFORNIAN	206	112289223	24503	WELL #13: SITE DEVELOPMENT PROJECT AD	1,427.50
35	G121222	UNIVAR USA INC	111	50721032	24504	WELL #14: 747 G ST LIQUID CHLORINE	1,009.43
36	G121222	UNIVAR USA INC	111	50721033	24504	WELL #11: 11TH & OAK LIQUID CHLORINE	1,090.19
37	G121222	VERIZON WIRELESS SERVICE LLC	4237	9921476967	24505	CELL PHONES & iPads SERVICES 10/26/22-11/25/22	1,337.28
38	G121222 Total						263,112.40
39	A121222	BLUE SHIELD OF CALIFORNIA	3591	223180038687	5253	DEC 2022: INS. PREMIUM	50,034.80
40	A121222 Total						50,034.80
41	G121422	PG & E COMPANY	85	35931967851 12/08/22	24519	UB NW NE SE 9 27 24 GEN-ANNEX BUILDING 12/08/22	741.33
42	G121422	PG & E COMPANY	85	44600014086 12/08/22	24519	UB CENTRAL AVE & HWY 46 NW 12/08/22	122.66
43	G121422	PG & E COMPANY	85	87027247011 12/09/22	24519	UB AGRICULTURE 12/09/22	255.74
44	G121422	PACE ANALYTICAL SERVICES, INC	5694	B463954	24518	WTR SAMPLE TEST: 11/28/22 WELL #12 BACTERIOLOGICAL	19.01
45	G121422	PACE ANALYTICAL SERVICES, INC	5694	B463971	24518	WTR SAMPLE TEST: 11/22/22 BACTERIOLOGICAL	106.43
46	G121422	PACE ANALYTICAL SERVICES, INC	5694	B463982	24518	WTR SAMPLE TEST: 11/17/22 WELL #7,#12 BACTERIOLOGICAL	30.41
47	G121422	PACE ANALYTICAL SERVICES, INC	5694	B463983	24518	WTR SAMPLE TEST: 11/17/22 WELL #7,#10,#12 DRINK	390.96
48	G121422	PACE ANALYTICAL SERVICES, INC	5694	B464075	24518	WTR SAMPLE TEST: 11/29/22 BACTERIOLOGICAL	91.22
49	G121422	JEFFRIES BROS., INC	140	118975	24515	DISPOSAL #100: FORK LIFT FUEL	32.47
50	G121422	FED EX	123	7-972-21410	24513	FREIGHT SERVICES 12/08/22	47.16
51	G121422	CHARTER COMMUNICATIONS	68	167751301120722	24509	DEC 2022: INTERNET SRVCS FOR COW	118.36
52	G121422	CHARTER COMMUNICATIONS	68	168679001120722	24509	DEC 2022: INTERNET SRVCS FOR SHERIFF'S SUB	172.96
53	G121422	BSK & ASSOCIATES, INC.	1052	AF31508	24507	WW SAMPLE TEST: 11/17/22 BOD & TSS	140.00
54	G121422	BSK & ASSOCIATES, INC.	1052	AF31572	24507	WW SAMPLE TEST: 11/15/22 AMMONIA, BOD, & TDS	280.00
55	G121422	THE GAS COMPANY	246	05441655304 DEC 22	24523	11/08/22-12/09/22 SAL-1445 12TH ST	13.39
56	G121422	THE GAS COMPANY	246	08121820008 DEC 22	24523	11/8/22-12/09/22 SHERIFF'S-748 F ST	233.25
57	G121422	THE GAS COMPANY	246	08331820137 DEC 22	24523	11/08/22-12/09/22 COURTHOUSE-757 F ST	32.79
58	G121422	THE GAS COMPANY	246	08961820373 DEC 22	24523	11/08/22-12/09/22 CITY OF YARD-845 F ST	786.58
59	G121422	WASCO AUTOMOTIVE & SMOG	2676	20934	24525	DAR #61: REPLACE CATALYTIC CONVERTER	1,312.77
60	G121422	WILLIAM C. STATLER	5136	8	24527	AUG 2022:FINANCIAL MNGMT SRVCS/PER AGRMNT2021-037	2,706.25
61	G121422	CLARK PEST CONTROL	117	32376469	24512	DEC 2022: 1400 J ST PEST CONTROL SERVICE	220.00
62	G121422	CLARK PEST CONTROL	117	32373051	24512	DEC 2022: 5409 7TH ST PEST CONTROL SERVICE	54.00
63	G121422	CALIFORNIA MUNICIPAL STATISTICS, INC.	3598	22120516	24508	DIRECT & OVERLAPPING DEBT STMTS 06/30/22	550.00
64	G121422	CITY OF WASCO-UB PAYMENTS	1875	699758	24511	UB 810 8TH ST 10/15/22-11/15/22	56.44
65	G121422	CITY OF WASCO-UB PAYMENTS	1875	704915	24511	UB 810 8TH ST (LF) 12/01/22-12/31/22	15.80
66	G121422	CITY OF WASCO-UB PAYMENTS	1875	699760	24510	UB 801 8TH ST 10/15/22-11/15/22	91.52
67	G121422	CITY OF WASCO-UB PAYMENTS	1875	699798	24511	UB 1445 12TH STREET (SAL) 10/15/22-11/15/22	46.32
68	G121422	CITY OF WASCO-UB PAYMENTS	1875	700147	24510	UB 800 BLK CENTRAL 10/15/22-11/15/22	91.52
69	G121422	CITY OF WASCO-UB PAYMENTS	1875	700150	24510	UB 1100 CENTRAL AVE LLMD 10/15/22-11/15/22	148.34
70	G121422	CITY OF WASCO-UB PAYMENTS	1875	700152	24510	UB 1500 BLK OF CENTRAL 10/15/22-11/15/22	182.20
71	G121422	CITY OF WASCO-UB PAYMENTS	1875	700294	24510	UB 764 E STREET (ANNEX) 10/15/22-11/15/22	121.56
72	G121422	CITY OF WASCO-UB PAYMENTS	1875	704952	24510	UB 764 E STREET (ANNEX) (LF) 12/01/22-12/31/22	182.21
73	G121422	CITY OF WASCO-UB PAYMENTS	1875	700363	24510	UB 847 F STREET (PW SHOP) 10/15/22-11/15/22	121.56
74	G121422	CITY OF WASCO-UB PAYMENTS	1875	700403	24510	UB 1300 BLK FILBURN 10/15/22-11/15/22	239.02
75	G121422	CITY OF WASCO-UB PAYMENTS	1875	700805	24510	UB NW MAPLE/MARGALO LLMD 2006-1 10/15/22-11/15/22	91.52
76	G121422	CITY OF WASCO-UB PAYMENTS	1875	700806	24510	UB MAPLE/GROMER LLMD 2006-1 10/15/22-11/15/22	152.37
77	G121422	CITY OF WASCO-UB PAYMENTS	1875	700855	24510	UB 2700 BLK MONDAVI CT 10/15/22-11/15/22	91.52
78	G121422	CITY OF WASCO-UB PAYMENTS	1875	700924	24510	UB 1500 BLOCK OF PALM 10/15/22-11/15/22	91.52
79	G121422	CITY OF WASCO-UB PAYMENTS	1875	700932	24510	UB 2100 BLK PALM 10/15/22-11/15/22	91.52

A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
G011123	223,185.63
G010923	214,390.29
A010923	5,442.34
Grand Total	**1,319,665.98**

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	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
80	G121422	CITY OF WASCO-UB PAYMENTS	1875	700934	24510	UB 400 N BLOCK OF PALM LLMD 2006-1 10/15/22-11/15/22	91.52
81	G121422	CITY OF WASCO-UB PAYMENTS	1875	700936	24510	UB 1700 BLK OF PALM #A 10/15/22-11/15/22	165.27
82	G121422	CITY OF WASCO-UB PAYMENTS	1875	700962	24510	UB 1200 BLK PECAN ST 10/15/22-11/15/22	91.52
83	G121422	CITY OF WASCO-UB PAYMENTS	1875	700965	24510	UB PENELOPE LLMD 2006-1 10/15/22-11/15/22	91.52
84	G121422	CITY OF WASCO-UB PAYMENTS	1875	701033	24510	UB 1700 BLK POPLAR 10/15/22-11/15/22	91.52
85	G121422	CITY OF WASCO-UB PAYMENTS	1875	701034	24511	UB 1700 BLK POPLAR #A 10/15/22-11/15/22	91.52
86	G121422	CITY OF WASCO-UB PAYMENTS	1875	701092	24511	UB 2500 BLK OF POSO DR. LLMD6- 10/15/22-11/15/22	91.52
87	G121422	CITY OF WASCO-UB PAYMENTS	1875	701096	24511	UB 2700 BLK OF POSO AVE LLMD06-01 10/15/22-11/15/2	91.52
88	G121422	CITY OF WASCO-UB PAYMENTS	1875	701127	24511	UB PALM N. PROSPERITY 2006-1 10/15/22-11/15/22	91.52
89	G121422	CITY OF WASCO-UB PAYMENTS	1875	701268	24510	UB 1700 BLK OF MARGALO 10/15/22-11/15/22	147.94
90	G121422	CITY OF WASCO-UB PAYMENTS	1875	701476	24510	UB 1300 BLK OF WILLOW 10/15/22-11/15/22	91.52
91	G121422	H & A PLUMBING INC	707	38856	24514	SNAKE IN THE MAIN SEWER LINE 12/7/22	270.00
92	G121422	JOHN KULAR CONSULTING	3734	1270	24516	WASCO DRYING BED REHAB TASK 5: NOV 2022	1,500.00
93	G121422	MALDONADO, ANTONIO	2275	REIMB DOT EXAM 2022	24517	DOT EXAM REIMB-SANITATION DEPT	90.00
94	G121422	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S168234	24520	746 8TH GEN: 23/24 ANNUAL PERMIT TO OPERATE	290.00
95	G121422	SOUTHERN CALIFORNIA GAS COMPANY	1438	11/01/22-12/01/22	24521	CNG FUEL BILL 11/01/22-12/01/22	6,102.23
96	G121422	SUPERIOR PRINTING INC.	4361	4613975	24522	4 PKS DEPOSIT BAGS & 1 BOX DEPOSIT SLIPS	245.78
97	G121422	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM013407	24524	PHYSICAL POST-OFFICE 12/07/22	45.00
98	G121422	WASCO T-SHIRTS PRINTING	497	8574	24526	LOGOS & DECALS & MAGNETS FOR CITY VEHICLES	1,385.60
99	G121422 Total						21,338.18
100	N121422	NAVIA BENEFIT SOLUTIONS	5664	10475083	5252	MAY 2022: 9 PARTICIPANT FESS	54.00
101	N121422	NAVIA BENEFIT SOLUTIONS	5664	10483804	5252	JUN 2022: 9 PARTICIPANT FEES	54.00
102	N121422	NAVIA BENEFIT SOLUTIONS	5664	10537903	5251	202201 Health Care FSA Nov 2022	60.00
103	N121422	NAVIA BENEFIT SOLUTIONS	5664	22758748	5251	202101 HEALTH CARE FSA AUG 2022	345.84
104	N121422	NAVIA BENEFIT SOLUTIONS	5664	24029990	5251	202101 HEALTH CARE & DAY CARE FSA NOV. 2021	4,486.26
105	N121422	NAVIA BENEFIT SOLUTIONS	5664	24104732	5251	202101 DAY CARE FSA DEC 2021	192.31
106	N121422	NAVIA BENEFIT SOLUTIONS	5664	24288984	5251	202101 HEALTH CARE & DAY CARE FSA 2021	1,206.59
107	N121422	NAVIA BENEFIT SOLUTIONS	5664	24468204	5251	202101 HEALTH CARE & DAY CARE FSA DEC 2021	400.24
108	N121422	NAVIA BENEFIT SOLUTIONS	5664	24673573	5251	202101 HEALTH CARE FSA JAN 2022	542.89
109	N121422	NAVIA BENEFIT SOLUTIONS	5664	25101074	5251	202101 HEALTH CARE FSA FEB 2022	1,372.70
110	N121422	NAVIA BENEFIT SOLUTIONS	5664	25427731	5252	202201 HEALTH CARE FSA MAR 2022	27.58
111	N121422	NAVIA BENEFIT SOLUTIONS	5664	25749570	5252	202201 HEALTH CARE FSA MAR 2022	39.74
112	N121422	NAVIA BENEFIT SOLUTIONS	5664	26070548	5251	202201 HEALTH CARE FSA APRIL 2022	55.47
113	N121422	NAVIA BENEFIT SOLUTIONS	5664	26477719	5252	202201 HEALTH CARE FSA MAY 2022	10.56
114	N121422	NAVIA BENEFIT SOLUTIONS	5664	26578794	5251	202101 HEALTH CARE & DAY CARE FSA MAY 2022	175.05
115	N121422	NAVIA BENEFIT SOLUTIONS	5664	26769150	5251	202201 HEALTH CARE FSA JUN 2022	1,347.58
116	N121422	NAVIA BENEFIT SOLUTIONS	5664	26862999	5251	202201 HEALTH CARE FSA JUN 2022	1,265.23
117	N121422	NAVIA BENEFIT SOLUTIONS	5664	26958940	5251	202201 HEALTH CARE FSA JUN 2022	160.84
118	N121422	NAVIA BENEFIT SOLUTIONS	5664	27697684	5251	202201 HEALTH CARE FSA AUG 2022	1,050.00
119	N121422	NAVIA BENEFIT SOLUTIONS	5664	27794925	5251	202201 HEALTH CARE FSA AUG 2022	68.62
120	N121422	NAVIA BENEFIT SOLUTIONS	5664	27887744	5251	202201 HEALTH CARE FSA AUG 2022	74.69
121	N121422	NAVIA BENEFIT SOLUTIONS	5664	28160398	5252	202201 HEALTH CARE FSA SEP 2022	21.62
122	N121422	NAVIA BENEFIT SOLUTIONS	5664	28343173	5252	202201 HEALTH CARE FSA SEP 2022	10.81
123	N121422	NAVIA BENEFIT SOLUTIONS	5664	28624853	5251	202201 HEALTH CARE FSA OCT 2022	346.85
124	N121422	NAVIA BENEFIT SOLUTIONS	5664	28825741	5251	202201 Health Care FSA Nov 2022	880.38
125	N121422	NAVIA BENEFIT SOLUTIONS	5664	28926060	5252	202201 Health Care FSA Nov 2022	15.14
126	N121422	NAVIA BENEFIT SOLUTIONS	5664	29138277	5251	202201 HEALTH CARE FSA NOV. 2022	270.01
127	N121422	NAVIA BENEFIT SOLUTIONS	5664	29222028	5252	202201 HEALTH CARE FSA DEC 2022	53.65
128	N121422	NAVIA BENEFIT SOLUTIONS	5664	243968	5251	12070 ANNUAL COBRA FEE REF:10477959	600.00

A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
G011123	223,185.63
G010923	214,390.29
A010923	5,442.34
Grand Total	**1,319,665.98**

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Finance Director

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
129	N121422	NAVIA BENEFIT SOLUTIONS	5664	10497833	5252	JUL 2022: 9 PARTICIPANT FEES	54.00
130	N121422 Total						15,242.65
131	A121422	NAVIA BENEFIT SOLUTIONS	5664	FSA 12/09/22	5254	202201 HEALTH CARE FSA 12/09/22	37.65
132	A121422	NAVIA BENEFIT SOLUTIONS	5664	A1028097	5254	DEC 2022:MONTHLY MEDICAL ADMIN FEES	1,430.00
133	A121422	NAVIA BENEFIT SOLUTIONS	5664	12/06/22	5254	MEDICAL CHECK RUN 12/06/22	4,483.86
134	A121422 Total						5,951.51
135	G122122	PG & E COMPANY	85	2053318492-3 121222	24558	UB SW SE SE 11 27 24 N/S POSO .25M W/O PALM 12/12	8,176.74
136	G122122	PG & E COMPANY	85	5816195239-3 121222	24558	UB MCCOMBS &GRIFFITH SE COR WATER WELL#12 12/12	5,080.15
137	G122122	PG & E COMPANY	85	0705182385-9 121622	24558	UB 501 F STREET 12/16/2022	1,082.75
138	G122122	PG & E COMPANY	85	8365871756-2 121422	24558	UB ANNEX PARKING LIGHT 12/14/2022	12.16
139	G122122	PG & E COMPANY	85	2991524925-3 123022	24558	UB 810 8TH COURTHOUSE 12/13/2022	70.38
140	G122122	PG & E COMPANY	85	2114713176-3 121422	24558	UB STREET LIGHT TRACT 7311-4 ON FILLBURN 12/14/202	22.49
141	G122122	PACE ANALYTICAL SERVICES, INC	5694	B464896	24557	WW SAMPLE TEST: 10/13/22 INFLUENT MONITORING	190.05
142	G122122	FED EX	123	7-979-12104	24547	FREIGHT 12/15/22	51.61
143	G122122	READYREFRESH BY NESTLE	4027	22L0018613430	24559	11/15/22-12/14/22: 5410 7TH ST DRINKING WTR SERV	148.10
144	G122122	BSK & ASSOCIATES, INC.	1052	AF32436	24544	WW SAMPLE TEST: 11/29/22 BOD & TSS	140.00
145	G122122	BSK & ASSOCIATES, INC.	1052	AF32128	24544	WW SAMPLE TEST: 11/21/22 BOD & TSS	140.00
146	G122122	KNIGHT'S SITE SERVICES, INC	1075	0000151403	24555	12/13/22-1/9/23: GW SITE PORTABLE TOILET SERVICES	64.36
147	G122122	AFFINITY TRUCK CENTER	405	F013257516:01	24541	DISPOSAL #14: ARM & WIPER BLADE	160.89
148	G122122	AMAZON CAPITAL SERVICES, INC	4968	117X-DDGC-36T3	24542	23006: 12 QTY 6 PACK OF 2.6 GAL COMPOSTABLE BAGS	817.56
149	G122122	AMAZON CAPITAL SERVICES, INC	4968	1QL7-P1V6-GKKK	24542	DISPOSAL #GENERAL: 10 QT ROCKER ARM SWITCHES	181.10
150	G122122	AMAZON CAPITAL SERVICES, INC	4968	161Q-FFFT-3NKY	24542	CHRISTMAS DECOR FOR FINANCE	25.97
151	G122122	ATLAS COPCO COMPRESSORS LLC	2391	1122125727	24543	CNG REPAIRS 8/25/22	780.00
152	G122122	CALACT	5091	1123-229	24545	AGENCY MEMBESHIP FOR CALACT	615.00
153	G122122	COUNTRY TIRE & WHEEL	4953	2228909	24546	DISPOSAL #GENERAL: 4 RECAP TIRES	1,604.42
154	G122122	FLORES, MONICA	2205	REIMB 120622	24548	LEAGUE OF CA CITY CLERK NEW LAWS & ELECTION CONFERENCE	242.50
155	G122122	GALLARDO PEDRO	5845	REFUND DEPOSIT	24549	RFND DEPOSIT REIMBURSMENT BARRACADES	200.00
156	G122122	GARCIA NELLIE	5846	REIMB 12-20-22	24550	REIMBURSEMENT OFFICE SUPPLIES	28.52
157	G122122	GENERAL OFFICE MACHINE COMPANY	1195	20001	24551	WW COPY MACHINE REPAIRS 10/27/22	119.00
158	G122122	GENERAL OFFICE MACHINE COMPANY	1195	19987	24551	COPIER METER READING 11/01/2022-12/01/2022	485.67
159	G122122	HINDERLITER DELLAMAS & ASSOCIATES	1184	SIN023411	24552	Q2/2022 CONTRACT SRVC-SALES TAX & AUDIT SRVC-SALES	1,838.87
160	G122122	INFO SEND, INC.	4244	226284	24553	COMMUNITY CLEAN UP 10/287/22-11/01/22	955.51
161	G122122	INFO SEND, INC.	4244	226375	24553	BUSINESS LICENSE RENEWALS 2023	1,041.41
162	G122122	KERN COUNTY WASTE MANAGEMENT DEPT.	19	31142	24554	NOV 2022: WSP LANDFILL FEES	890.30
163	G122122	KERN COUNTY WASTE MANAGEMENT DEPT.	19	31109	24554	NOV 2022: STSWP FEES	3,228.86
164	G122122	ONE SOURCE PARTS, LLC DEPT 900	5748	843054	24556	DISPOSAL #13: EMERGENCY STOP SWITCH	245.46
165	G122122	RICHLAND CHEVROLET COMPANY	155	121422	24560	STREET #89: INSIDE DOOR HANDLE & INSIDE DOOR PANEL	655.29
166	G122122	ROYAL INDUSTRIAL SOLUTIONS	711	0332-1054860	24561	LIGHT FOR POST TOP CONVERSION PROJECT	52,406.64
167	G122122	SWRCB	296	WD-0215856	24562	7/1/22-6/30/23: ANNUAL PERMIT FEES COW 5SSO10776	3,453.00
168	G122122 Total						85,154.76
169	G121922	PG & E COMPANY	85	0008149821-4	24539	UB NW NE SE 92724 SOLAR PLANT-ANIMAL CONTROL OCT22	23.76
170	G121922	BHT ENGINEERING, INC	5134	22-587	24533	SB1 POPLAR AVE REHAB: 11/1/22-11/30/22	8,117.50
171	G121922	AMAZON CAPITAL SERVICES, INC	4968	199L-NPPP-W71W	24532	CAKE HOLDER FOR EMPLOYEE APPRECIATION LUNCHEON	58.44
172	G121922	AMAZON CAPITAL SERVICES, INC	4968	1CP1-V4XN-TDL3	24532	SUPPLIES FOR CHRISTMAS PARADE	169.43
173	G121922	AMAZON CAPITAL SERVICES, INC	4968	1G9D-K9NY-NRWM	24532	COMPUTER MOUSE FOR NEOMI PEREZ	71.98
174	G121922	AMAZON CAPITAL SERVICES, INC	4968	1K37-MP3F-TH6P	24532	SUPPLIES FOR CHRISTMAS PARADRE	27.05
175	G121922	AMAZON CAPITAL SERVICES, INC	4968	1NY4-LKW7-TQCX	24532	CONFERENCE TABLE WEBCAM FOR PD/ WEBCAM STOCK	848.65
176	G121922	AMAZON CAPITAL SERVICES, INC	4968	1P1C-Y4FM-RPFX	24532	SUPPLIES FOR CHRISTMAS PARADE	64.94
177	G121922	AMAZON CAPITAL SERVICES, INC	4968	1Q4G-7DFT-7VTW	24532	CHRISTMAS DECORATIONS FOR TOYS FOR TIGERS EVENT	21.64

A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
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	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
178	G121922	AMAZON CAPITAL SERVICES, INC	4968	16TR-9VG6-RCGV	24532	CHRISTMAS DECORATIONS FOR COUNCIL CHAMBERS	38.83
179	G121922	AMAZON CAPITAL SERVICES, INC	4968	1JCL-CTYX-GQDD	24532	COUNCIL CHRISTMAS DECORATIONS FOR CHAMBERS	36.25
180	G121922	CINTAS CORPORATION NO. 3	4480	4137941952	24534	UNIFORM FEES W/E 11/18/2022	326.08
181	G121922	CINTAS CORPORATION NO. 3	4480	4138566205	24534	UNIFORM FEES W/E 11/23/2022	319.40
182	G121922	CODE PUBLISHING COMPANY	2775	GC0009036	24535	WEB SERVICES FEE	112.50
183	G121922	CODE PUBLISHING COMPANY	2775	GC00118971	24535	ANNUAL SERVICE FEES	475.00
184	G121922	DEE JASPAR AND ASSOCIATES, INC	378	22-01171	24536	UWMP UPDATE : 11/1/22-11/30/22	477.00
185	G121922	DEE JASPAR AND ASSOCIATES, INC	378	22-01170	24536	TASK ORDER #6: PUMP & WATER SYSTEM EVALUATION	499.40
186	G121922	INFO SEND, INC.	4244	225494	24537	NOV 22:DELIQUENT,STMTS DATA PROCESSING/PRINT/MAIL	3,294.65
187	G121922	MCA DIRECT	5260	2022198	24538	CERTICATE OF ELECTION & OATH OF OFFICE	105.06
188	G121922	ROBERT HALF	4814	60882249	24540	TEMP SERVICES WK END DT 10/07/2022	1,534.34
189	G121922	ROBERT HALF	4814	61049976	24540	TEMP SERVICES WK END DT 11/04/2022	1,448.00
190	G121922	ROBERT HALF	4814	61090805	24540	TEMP SERVICES WK END DT 11/11/2022	1,158.40
191	G121922 Total						19,228.30
192	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022WC	5255	CONFERENCE & OFFICE SPPLIES	1,366.60
193	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022FIN	5255	CONFERENCE MEALS & TRAVEL	1,782.84
194	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022FL	5255	REPAIRS & MAINTENANCE/ SUPPLIES	735.79
195	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022GS	5255	REPAIRS & MAINTENANCE/SUPPLIES	718.71
196	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022HK	5255	FACILITIES MAINTENANCE	2,322.26
197	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022HC	5255	REPAIRS & MAINTENANCE/ SUPPLIES	1,041.08
198	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022LF	5255	ANIMAL CONTROL SUPPLIES	244.24
199	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022MM	5255	OFFICE SUPPLIES/ MEALS & TRAVEL CalAct Conf	2,228.27
200	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022MS	5255	NEW STEAM CLEANER HOSE	132.38
201	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022MC	5255	REPAIRS & MAINTENACE/SUPPLIES	483.40
202	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022PLAN	5255	MEETINGS	182.68
203	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022PW	5255	TRAINING,SUPPLIES,EMPLOYEE APPRECIATION	969.00
204	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022SC	5255	REPAIRS & MAINTENANCE/SUPPLIES	321.07
205	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022VC	5255	MEALS & TRAVEL CALPERLA CONFERENCE	924.48
206	WF113022	WELLS FARGO CREDIT CARD	4426	WF113022VL	5255	SUPPLIES	1,855.69
207	WF113022 Total						15,308.49
208	G010423	PG & E COMPANY	85	51997041895 121922	24588	UB 12/19/22 MULTIPLE LOCATIONS	28,343.77
209	G010423	JEFFRIES BROS., INC	140	119320	24582	DISPOSAL #GENERAL: 149 GAL OF HYDRAULIC FLUID	1,846.80
210	G010423	FED EX	123	7-986-82659	24578	FREIGHT SERVICES 12/22/22	46.46
211	G010423	FED EX	123	7-994-18410	24578	FREIGHT 12-29-22	66.64
212	G010423	ASPECT ENGINEERING	5829	22452	24574	23018 SCADA UPGRADE 11/7/22-12/1/22	12,888.00
213	G010423	CHARTER COMMUNICATIONS	68	167736001122122	24577	SERVICES FROM 12/28/22 - 01/27/23	226.68
214	G010423	THE GAS COMPANY	246	120722	24597	ACCT# 082 071 3632 9 DEC 2022	927.66
215	G010423	GARDAWORLD	4266	10722688	24580	DEC 2022: ARMORED CAR SRVCS	436.59
216	G010423	KERN COUNTY WASTE MANAGEMENT DEPT.	19	DEC 2023 LANDFILL	24585	DEC 2023: LAND FILL FEES	17,378.97
217	G010423	ROBERT HALF	4814	61283662	24591	TEMP E. RAMIREZ WE 12/16/2022	724.00
218	G010423	ROBERT HALF	4814	61311713	24591	TEMP E. RAMIREZ WE 12-23-22	1,731.81
219	G010423	SWRCB	296	WD-0215747	24595	ANNUAL PERMIT FEES: WWTF 7/1/22-/6/30/23	24,687.00
220	G010423	ACC BUSINESS	4766	223500425	24572	DEC 2022: FIBER NETWORK SERVICES	816.91
221	G010423	AFLAC	108	972191	24573	AFLAC PREMIUMS DEC 2022	902.43
222	G010423	ATT - PAYMENT CENTER	1488	000019254524	24575	PHONE SERVICES 11/24/2022-12/23/2022	28.37
223	G010423	ATT - PAYMENT CENTER	1488	000019254525	24575	PHONE SERVICES 11/24/2022-12/23/2022	46.40
224	G010423	ATT - PAYMENT CENTER	1488	000019254526	24575	PHONE SERVICES 11/24/2022-12/23/2022	24.04
225	G010423	ATT - PAYMENT CENTER	1488	000019254527	24575	PHONE SERVICES 11/24/2022-12/23/2022	322.68
226	G010423	ATT - PAYMENT CENTER	1488	000019254528	24575	PHONE SERVICES 11/24/2022-12/23/2022	20.86

A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
G011123	223,185.63
G010923	214,390.29
A010923	5,442.34
Grand Total	**1,319,665.98**

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Finance Director

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
227	G010423	ATT - PAYMENT CENTER	1488	000019254529	24575	PHONE SERVICES 11/24/2022-12/23/2022	68.76
228	G010423	ATT - PAYMENT CENTER	1488	000019254530	24575	PHONE SERVICES 11/24/2022-12/23/2022	24.06
229	G010423	ATT - PAYMENT CENTER	1488	000019254531	24575	PHONE SERVICES 11/24/2022-12/23/2022	46.43
230	G010423	ATT - PAYMENT CENTER	1488	000019254532	24575	PHONE SERVICES 11/24/2022-12/23/2022	24.04
231	G010423	ATT - PAYMENT CENTER	1488	000019254533	24575	PHONE SERVICES 11/24/2022-12/23/2022	24.04
232	G010423	ATT - PAYMENT CENTER	1488	000019254534	24575	PHONE SERVICES 11/24/2022-12/23/2022	1,290.71
233	G010423	ATT - PAYMENT CENTER	1488	000019254535	24575	PHONE SERVICES 11/24/2022-12/23/2022	24.04
234	G010423	ATT - PAYMENT CENTER	1488	000019254536	24575	PHONE SERVICES 11/24/2022-12/23/2022	28.37
235	G010423	ATT - PAYMENT CENTER	1488	000019254537	24575	PHONE SERVICES 11/24/2022-12/23/2022	44.72
236	G010423	ATT - PAYMENT CENTER	1488	000019254538	24575	PHONE SERVICES 11/24/2022-12/23/2022	24.04
237	G010423	ATT - PAYMENT CENTER	1488	000019254539	24575	PHONE SERVICES 11/24/2022-12/23/2022	24.04
238	G010423	ATT - PAYMENT CENTER	1488	000019254540	24575	PHONE SERVICES 11/24/2022-12/23/2022	24.04
239	G010423	ATT - PAYMENT CENTER	1488	000019254541	24575	PHONE SERVICES 11/24/2022-12/23/2022	24.04
240	G010423	ATT - PAYMENT CENTER	1488	000019254542	24575	PHONE SERVICES 11/24/2022-12/23/2022	68.77
241	G010423	ATT - PAYMENT CENTER	1488	000019256066	24575	PHONE SERVICES 11/24/2022-12/23/2022	85.71
242	G010423	BANK UP CORPORATION	4259	5428	24576	DEC 2022 LOCKBOX PROCESSING	746.41
243	G010423	TRADICIONES MARKETS, INC	5259	475 NOV 2022	24579	475 UB PAYMENTS FOR NOV 2022	85.50
244	G010423	INTERWEST CONSULTING GROUP, INC.	1571	84124	24581	NOV 2022: PLAN CHECK SRVCS	1,416.65
245	G010423	JUANITA VILLASENOR	5844	16808-0412011060	24583	CUSTOMER STOPPED SERVICES	77.44
246	G010423	KERN COUNTY SUP. OF SCHOOLS	25	NOV 2022	24584	NOV 2022 SCHOOL FEES	90,966.81
247	G010423	MUNGUIA HEATING AND AIR CONDITIONING	5826	7068	24586	REPLACEMENT HVAC SYSTEM FOR WASTEWATER	8,900.00
248	G010423	PASQUINI ENGINEERING, INC	5808	9458.1	24587	21034 DESIGN TRANSIT E-CHARGERS @ WELL #14	5,580.00
249	G010423	PASQUINI ENGINEERING, INC	5808	9457.1	24587	23022 DESIGN PUBLIC E-CHARGERS LCTOP	8,680.00
250	G010423	PHOENIX GROUP INFORMATION SYSTEMS	4913	112022239	24589	NOV 2022: CITATIONS FEES & SRVCS	513.35
251	G010423	RENE BERNARDO LOPEZ	5072	14254-0140023240	24590	CUSTOMER STOPPED SERVICES	48.56
252	G010423	SEACO TECHNOLOGIES, INC.	5847	65876	24592	GRANULATED CHLORINE TO DISINFECT WELL #12	658.16
253	G010423	SEMITROPIC WATER STORAGE DISTRICT	329	032023	24593	2022-2023 2ND INSTALLMENT PMT	120.00
254	G010423	SOLENIS LLC	4012	132207967	24594	POLYMER TOTE FOR DAILY CENTRIFUGE DEWATERING	6,256.03
255	G010423	TAG/AMS, INC	298	2821418	24596	ACCT# 5678 NON REG 11/16/22 URINE	85.00
256	G010423	TAG/AMS, INC	298	2821417	24596	ACCT# 5677 FMCSA| URINE 11/16/2022	170.00
257	G010423	VERIZON CONNECT FLEET USA LLC	5662	63300038492	24598	DEC 2022 : 44 GPS VEHICLES SRVCS	767.80
258	G010423	ZEE MEDICAL SERVICE CO. #34	238	34-200720	24599	5409 7TH ST: ANIMAL CONTROL FIRST AID RESTOCKING	74.68
259	G010423 Total						218,438.27
260	A010522	CSJVRMA	78	RMA 2023-00193	5260	22/23 3RD QTR DEP LIABILITY & WC	143,238.00
261	A010522 Total						143,238.00
262	G010223	JEFFRIES BROS., INC	140	118571CT	24570	NOV 2022: FUEL SERVICES	19,897.00
263	G010223	FERGUSON ENTERPRISES INC	1008	1757500	24569	20 QT STOCK METER BOX LIDS FOR REPLACING DAMAGED	2,784.03
264	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32320SC	24568	Monthly NOV 2022 IT Managed Services Agreement B	2,819.33
265	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32322	24568	Agreement BackupCentric-Unmanaged for OCT 2022	932.33
266	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32436	24568	23016 Remaining Switch UpgradeNovember time	1,900.00
267	G010223	DIAMOND TECHNOLOGIES, INC.	2724	23437	24568	23016 New SCADA PC Installation	1,902.50
268	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32438	24568	23438APC UPS Battery Replacement	47.50
269	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32439	24568	CatchPhish Plugin	36.25
270	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32440	24568	23016 Freshwater SCADANovember time	2,707.50
271	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32441	24568	DigiCert Certificate Expiring	648.75
272	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32442	24568	Network Shared Folder	181.25
273	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32443	24568	Local Admin Rights for Sergio	145.00
274	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32444	24568	MUNIS Issue	142.50
275	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32445	24568	City of Wasco - After hours ext. 7230	167.50

A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
G011123	223,185.63
G010923	214,390.29
A010923	5,442.34
Grand Total	**1,319,665.98**

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Finance Director

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
276	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32446	24568	Missing Protections (Breach Detection)-City of Was	108.75
277	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32447	24568	Missing Protections (Breach Detection)-City of Was	95.00
278	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32448	24568	SentinelOne: malware detected - waiting for valida	72.50
279	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32449	24568	Public Works Network Down	47.50
280	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32450	24568	Assist Management Software	95.00
281	G010223	DIAMOND TECHNOLOGIES, INC.	2724	32451	24568	Remote Access For End Users	95.00
282	G010223	MAYRA MEDINA SALINAS	5838	12881-0185032450	24571	12881- 0185032450, REFUND, 324 1/2 E ST	23.30
283	G010223 Total						34,848.49
284	A010423	NAVIA BENEFIT SOLUTIONS	5664	12/12/2022	5261	MEDICAL CHECK RUN 12/12/2022	3,155.52
285	A010423	NAVIA BENEFIT SOLUTIONS	5664	12/20/2022	5261	MEDICAL CHECK RUN 12/20/2022	1,596.35
286	A010423 Total						4,751.87
287	G011123	PG & E COMPANY	85	46754368564 01/01/23	24663	UB NE COR CENTRAL AVE & MARGALO ST 01/01/23	280.72
288	G011123	PG & E COMPANY	85	35931967851 01/05/23	24663	UB NW NE SE 9 27 24 GEN-ANNEX BUILDING 01/05/23	1,330.34
289	G011123	PG & E COMPANY	85	87027247011 01/09/23	24663	UB AGRICULTURE 01/09/23	285.13
290	G011123	PG & E COMPANY	85	44600014086 01/07/23	24663	UB CENTRAL AVE & HWY 46 NW 01/07/23	114.37
291	G011123	ASPECT ENGINEERING	5829	22580	24651	23018: SCADA UPGRADE 12/20/22-12/27/22	132.00
292	G011123	BSK & ASSOCIATES, INC.	1052	AF00239	24652	WW SAMPLE TEST: 12/20/22 AMMONIA, BOD,TDS, TSS	280.00
293	G011123	BSK & ASSOCIATES, INC.	1052	AG00482	24652	WW SAMPLE TEST: 12/22/22 BOD & TSS	140.00
294	G011123	WASCO AUTOMOTIVE & SMOG	2676	20996	24669	DAR #60: CATALYTIC CONVERTER REPLACEMENT	1,408.48
295	G011123	WASCO AUTOMOTIVE & SMOG	2676	21001	24669	STREET #89: REPLACE CATALYTIC CONVERTER	1,555.60
296	G011123	CLARK PEST CONTROL	117	32532716	24656	JAN 2023: 5410 7TH ST PEST CONTROL SERVICE	54.00
297	G011123	CLARK PEST CONTROL	117	32535866	24656	JAN 2023: 1400 J STREET PEST CONTROL SERV	220.00
298	G011123	CITY OF WASCO-UB PAYMENTS	1875	708633	24654	UB 810 8TH ST 11/15/22-12/15/22	56.44
299	G011123	CITY OF WASCO-UB PAYMENTS	1875	710553	24654	UB 810 8TH ST (LF) 01/01/23-01/31/23	15.80
300	G011123	CITY OF WASCO-UB PAYMENTS	1875	708635	24653	UB 801 8TH ST 11/15/22-12/15/22	91.52
301	G011123	CITY OF WASCO-UB PAYMENTS	1875	708675	24654	UB 1445 12TH STREET (SAL) 11/15/22-12/15/22	46.32
302	G011123	CITY OF WASCO-UB PAYMENTS	1875	709026	24653	UB 800 BLK CENTRAL 11/15/22-12/15/22	91.52
303	G011123	CITY OF WASCO-UB PAYMENTS	1875	709029	24653	UB 1100 CENTRAL AVE LLMD 11/15/22-12/15/22	91.52
304	G011123	CITY OF WASCO-UB PAYMENTS	1875	709031	24653	UB 1500 BLK OF CENTRAL 11/15/22-12/15/22	91.52
305	G011123	CITY OF WASCO-UB PAYMENTS	1875	709173	24653	UB 764 E STREET (ANNEX) 11/15/22-12/15/22	121.56
306	G011123	CITY OF WASCO-UB PAYMENTS	1875	710590	24653	UB 764 E STREET (ANNEX) (LF) 01/01/23-01/31/23	182.21
307	G011123	CITY OF WASCO-UB PAYMENTS	1875	709245	24653	UB 847 F STREET (PW SHOP) 11/15/22-12/15/22	121.56
308	G011123	CITY OF WASCO-UB PAYMENTS	1875	709285	24653	UB 1300 BLK FILBURN 11/15/22-12/15/22	91.52
309	G011123	CITY OF WASCO-UB PAYMENTS	1875	709692	24653	UB NW MAPLE/MARGALO LLMD 2006-1 11/15/22-12/15/22	91.52
310	G011123	CITY OF WASCO-UB PAYMENTS	1875	709693	24653	UB MAPLE/GROMER LLMD 2006-1 11/15/22-12/15/22	91.52
311	G011123	CITY OF WASCO-UB PAYMENTS	1875	709742	24653	UB 2700 BLK MONDAVI CT 11/15/22-12/15/22	91.52
312	G011123	CITY OF WASCO-UB PAYMENTS	1875	709811	24653	UB 1500 BLOCK OF PALM 11/15/22-12/15/22	91.52
313	G011123	CITY OF WASCO-UB PAYMENTS	1875	709819	24653	UB 2100 BLK PALM 11/15/22-12/15/22	91.52
314	G011123	CITY OF WASCO-UB PAYMENTS	1875	709821	24653	UB 400 N BLOCK OF PALM LLMD 2006-1 11/15/22-12/15/22	91.52
315	G011123	CITY OF WASCO-UB PAYMENTS	1875	709823	24653	UB 1700 BLK OF PALM #A 11/15/22-12/15/22	91.52
316	G011123	CITY OF WASCO-UB PAYMENTS	1875	709850	24653	UB 1200 BLK PECAN ST 11/15/22-12/15/22	91.52
317	G011123	CITY OF WASCO-UB PAYMENTS	1875	709853	24653	UB PENELOPE LLMD 2006-1 11/15/22-12/15/22	91.52
318	G011123	CITY OF WASCO-UB PAYMENTS	1875	709921	24653	UB 1700 BLK POPLAR 11/15/22-12/15/22	91.52
319	G011123	CITY OF WASCO-UB PAYMENTS	1875	709922	24653	UB 1700 BLK POPLAR #A 11/15/22-12/15/22	91.52
320	G011123	CITY OF WASCO-UB PAYMENTS	1875	709980	24653	UB 2500 BLK OF POSO DR. LLMD6- 11/15/22-12/15/22	91.52
321	G011123	CITY OF WASCO-UB PAYMENTS	1875	709984	24654	UB 2700 BLK OF POSO AVE LLMD06-01 11/15/22-12/15/22	91.52
322	G011123	CITY OF WASCO-UB PAYMENTS	1875	710015	24654	UB PALM N. PROSPERITY 2006-1 11/15/22-12/15/22	91.52
323	G011123	CITY OF WASCO-UB PAYMENTS	1875	710157	24654	UB 1700 BLK OF MARGALO 11/15/22-12/15/22	91.52
324	G011123	CITY OF WASCO-UB PAYMENTS	1875	710366	24654	UB 1300 BLK OF WILLOW 11/15/22-12/15/22	91.52

A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
G011123	223,185.63
G010923	214,390.29
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Grand Total	**1,319,665.98**

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	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
325	G011123	H & A PLUMBING INC	707	39002	24658	CLEARED MAIN SEWER LINE FOR ANNEX - RAN TWICE	700.00
326	G011123	SHAFTER-WASCO IRRIGATION DISTRICT	1055	22/23 2ND INSTALL	24666	22/23 2ND INSTALL PMT: ASSESMENT FEE EXEMPT PARCEL	15,659.19
327	G011123	SOUTHERN CALIFORNIA GAS COMPANY	1438	12/01/22-01/01/23	24667	CNG FUEL BILL 12/01/22-01/01/23	7,303.76
328	G011123	AMAZON CAPITAL SERVICES, INC	4968	1HX1-VXXC-1L74	24649	3 QT: 2023 AT-A-GLANCE WALL CALENDAR	88.83
329	G011123	AMAZON CAPITAL SERVICES, INC	4968	1JFM-P6KM-YVYH	24649	1 QT: 2023 AT-A-GLANCE WALL CALENDAR	29.61
330	G011123	AMAZON CAPITAL SERVICES, INC	4968	1JK4-34TH-R43K	24649	THERMAL GLOVES FOR TRANSIT DRIVER	27.22
331	G011123	AMAZON CAPITAL SERVICES, INC	4968	1MW6-HRTJ-FJYR	24649	LAPTOP BAG FOR CARLIE FIVECOAT-PD	53.25
332	G011123	AMAZON CAPITAL SERVICES, INC	4968	1XPR-N6GK-PRTL	24649	iPad Accessories for Sanitation	81.67
333	G011123	AMAZON CAPITAL SERVICES, INC	4968	1L1W-H969-9YV1	24649	2 QT: 2023 AT-A-GLANCE WALL CALENDAR	59.22
334	G011123	AMAZON CAPITAL SERVICES, INC	4968	1RFD-MP7G-FJFX	24649	MONTHLY ZOOM & EQUIPMENT CONFIGURE ANNEX MEETING	508.99
335	G011123	ROBERT HALF	4814	613445256	24665	TEMP E. RAMIREZ 12/30/22	1,212.70
336	G011123	KERN COUNTY SUP. OF SCHOOLS	25	DEC 2022	24659	DEC 2022: SCHOOL FEES	162,889.98
337	G011123	ADVANTAGE ANSWERING PLUS	2564	000027-654-101	24648	JAN 2023: ANSWERING SERVICES	540.15
338	G011123	AMERICAN REFUSE INC	183	261683	24650	DEC 2022: PRISON SCALE TICKET FEES	300.00
339	G011123	AMERICAN REFUSE INC	183	260931	24650	PRORATED CREDIT 11/16/22	(6.99)
340	G011123	AMERICAN REFUSE INC	183	261680	24650	JAN 2023: 801TH ST 3YD BIN RECYCLE	106.66
341	G011123	AMERICAN REFUSE INC	183	260932	24650	JAN - MARCH 2023: 801 8TH ST RECYCLE CART	21.51
342	G011123	AMERICAN REFUSE INC	183	260933	24650	JAN-MARCH 2023: 746 8TH ST RECYCLE CART	21.51
343	G011123	CITY OF WASCO/PUBLIC TRANSIT	1683	10353	24655	DEC 2022: CNG FUEL - SANITATION	5,736.88
344	G011123	CLEAN STRIDE LLC	5289	6301	24657	DEC 2022: JANITORIAL SERVICES	4,897.00
345	G011123	LAV CONSULTING & ENGINEERING, INC	5693	990-08	24660	22013-2 CENRAL PARK URBAN GREEN GRANT	12,729.40
346	G011123	M & S SECURITY SERVICES	4445	89193	24661	Q3 2023 ALRM MNTR-ANIMAL CONTROL	165.00
347	G011123	M & S SECURITY SERVICES	4445	89194	24661	Q3 2023 ALRM MNTR-WWT	330.00
348	G011123	M & S SECURITY SERVICES	4445	89195	24661	Q3 2023 ALRM MNTR-COURT HOUSE	165.00
349	G011123	M & S SECURITY SERVICES	4445	89196	24661	Q3 2023 ALRM MNTR-CITY HALL	135.00
350	G011123	M & S SECURITY SERVICES	4445	89197	24661	Q3 2023 ALRM MNTR-FIN & PLAN	135.00
351	G011123	M & S SECURITY SERVICES	4445	89198	24661	Q3 2023 ALRM MNTR-PW	135.00
352	G011123	M & S SECURITY SERVICES	4445	89251	24661	Q3 2023 ALRM MNTR-SHOP MAIN	135.00
353	G011123	M & S SECURITY SERVICES	4445	89252	24661	Q3 2023 ALRM MNTR-SHOP	135.00
354	G011123	PETTY CASH/ANNEX	88	PETTY CASH/ANNEX2023	24662	PETTY CASH JAN 2023 FOR FINANCE DEPT	94.24
355	G011123	QUADIENT FINANCE USA,INC	1844	5408 DEC 22	24664	DEC 2022: POSTAGE	249.40
356	G011123	TACKETTS TRUCKING	5851	2475	24668	TRANSPORTATION OF TRACTOR TO SHOP FOR REPAIRS	280.00
357	G011123 Total						223,185.63
358	G010923	PG & E COMPANY	85	07511140290 12/29/22	24630	UB COW VEHICLES PARKING 14 J ST 12/29/22	304.38
359	G010923	PG & E COMPANY	85	0008156605-1	24630	UB NEW NE SE 92724 SOLAR PLANT-ANIMAL CONTROL NOV	64.74
360	G010923	PG & E COMPANY	85	28673832979 12/29/22	24630	UB 747 G ST WELL #14 12/29/22	26,882.28
361	G010923	PACE ANALYTICAL SERVICES, INC	5694	B464631	24628	WTR SAMPLE TEST: 12/6/22 WELL #12 BACTERIOLOGICAL	15.20
362	G010923	PACE ANALYTICAL SERVICES, INC	5694	B465117	24628	WTR SAMPLE TEST: 12/6/22 BACTERIOLOGICAL DWPDIST12	106.43
363	G010923	PACE ANALYTICAL SERVICES, INC	5694	B465615	24628	WTR SAMPLE TEST: 12/15/22 WELL #12: BACTERIOLOGICAL	19.01
364	G010923	PACE ANALYTICAL SERVICES, INC	5694	B465853	24628	WTR SAMPLE TEST: 12/13/22 BACTERIOLOGICAL	91.22
365	G010923	PACE ANALYTICAL SERVICES, INC	5694	B466426	24628	WTR SAMPLE TEST: 12/28/22 WELL #8,#14,#12 BACTERIOGICAL	91.22
366	G010923	PACE ANALYTICAL SERVICES, INC	5694	B466427	24628	WTR SAMPLE TEST: 12/28/22 WELL #8,#14 DRINK CLIP	27.15
367	G010923	PACE ANALYTICAL SERVICES, INC	5694	B466489	24628	WTR SAMPLE TEST: 12/27/22 BACTERIOLOGICAL DWPDIST1	45.61
368	G010923	PACE ANALYTICAL SERVICES, INC	5694	B466491	24628	WTR SAMPLE TEST:12/28/22 BACTERIOLOGICAL DWPDIST12	45.61
369	G010923	JEFFRIES BROS., INC	140	118975A	24619	INV:18975 PAID AS 32.47 S/B 35.47-CK24515 12/14/22	3.00
370	G010923	JEFFRIES BROS., INC	140	120070CT	24619	DEC 2022 FUEL SERVCS	14,403.61
371	G010923	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2730	24635	LEGAL NOTICE- PUBLIC HEARING BUILDING CODE ORDINAN	78.00
372	G010923	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2731	24635	LEGAL NOTICE FOR PUBLIC HEARING FIRE PREVENTION OR	81.00
373	G010923	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2740	24635	22018: WWTP VACUUM TRUCK BLDG ADS	201.00

A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
G011123	223,185.63
G010923	214,390.29
A010923	5,442.34
Grand Total	**1,319,665.98**

Verified By:
Finance Director

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
374	G010923	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2755	24635	ADS:PLANNING COMMISSION MEMBERS	160.00
375	G010923	READYREFRESH BY NESTLE	4027	02L0033487406	24632	11/27/22-12/26/22: 5409 7TH ST DRINKING WTR SERVICE	23.85
376	G010923	ASPECT ENGINEERING	5829	22513	24602	23018: SCADA UPGRADE 12/5/22 -12/15/22	2,700.00
377	G010923	BSK & ASSOCIATES, INC.	1052	AF33002	24604	WW SAMPLE TEST: 12/1/22 BOD & TSS TESTS	140.00
378	G010923	BSK & ASSOCIATES, INC.	1052	AF33169	24604	WW SAMPLE TEST: 12/6/22 BOD, TDS, NITROGEN TESTS	280.00
379	G010923	BSK & ASSOCIATES, INC.	1052	AF33205	24604	WW SAMPLE TEST: 11/8/22 BOD & TSS TESTS	140.00
380	G010923	BSK & ASSOCIATES, INC.	1052	AF33725	24604	WW SAMPLE TEST: 12/15/22 BOD & TSS, PERCENT SOLIDS	175.00
381	G010923	BSK & ASSOCIATES, INC.	1052	AF34051	24604	WTR SAMPLE TEST:12/23/22 E.COLI & COLIFORM	220.00
382	G010923	BSK & ASSOCIATES, INC.	1052	AF33360	24604	WW SAMPLE TEST: 12/8/22 BOD & TSS SOLIDS	140.00
383	G010923	SWAGIT PRODUCTIONS, INC	5178	SW-001356SI	24637	DEC 2022: VIDEO STREAMING SERVICES	1,435.00
384	G010923	BHT ENGINEERING, INC	5134	22-411	24603	JOB #22800.05: N. POPLAR APARTMENTS 8/5/22-8/31/22	1,345.00
385	G010923	BHT ENGINEERING, INC	5134	22-410	24603	GRADING PERMIT 22-317	1,712.50
386	G010923	BHT ENGINEERING, INC	5134	22-468	24603	DUTCH BROS MYGOVE 22-329	690.00
387	G010923	BHT ENGINEERING, INC	5134	22-498	24603	PW 22-01	657.50
388	G010923	BHT ENGINEERING, INC	5134	22-514	24603	PWW 22-01	533.75
389	G010923	CLARK PEST CONTROL	117	32373124	24608	DEC 2022: 746 8TH & 1445 12TH ST PEST CONTROL SERV	217.00
390	G010923	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202212160590	24600	12/13/22-12/16/22 WATER METER READING SERVICES	6,559.63
391	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32115MS	24612	Agreement Annual Term for Microsoft 365 OCT 2022	334.00
392	G010923	DIAMOND TECHNOLOGIES, INC.	2724	312929MS	24612	Agreement Annual Term for Microsoft 365 SEPT 2022	334.00
393	G010923	DIAMOND TECHNOLOGIES, INC.	2724	31568SC	24612	Monthly IT Managed Services Agreement Billing JULY	2,799.33
394	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32570	24612	Monthly DEC 2022 IT Managed Services Agreement B	932.33
395	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32556	24612	disable patching	47.50
396	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32557	24612	Neomi Technician Access	105.00
397	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32558	24612	sony real shot security cameras	47.50
398	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32587	24612	23016 Aaron Baker needs to troubleshoot Scada VM's	1,872.50
399	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32588	24612	23016 Freshwater SCADA	1,757.50
400	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32589	24612	No Network access - DESKTOP-LEDCJ22	425.00
401	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32590	24612	Computers not connecting	317.50
402	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32591	24612	M365 Business Basic Upgrade	90.00
403	G010923	DIAMOND TECHNOLOGIES, INC.	2724	32592	24612	Mitel Time Issue	47.50
404	G010923	H & A PLUMBING INC	707	REFUND 12/31/22	24615	RFND DEPOSIT CONSTRUCTION METER	1,000.00
405	G010923	JOHN KULAR CONSULTING	3734	1280	24620	TASK #5: WASCO DRYING BED REHAB	1,017.40
406	G010923	JORGENSEN & CO.	137	6042447	24621	SAFETY EQUIPMENT FOR DAILY OPERATIONS: GLOVE, VEST	378.23
407	G010923	MOTOR CITY SALES AND SERVICE	2489	403054	24624	22006 1 QT: 2023 GMC SIERRA 2500 VEHICLE PURCHASE	58,709.39
408	G010923	T-MOBILE	4899	964042089 DEC 2022	24638	CELLPHONE SRVCS 11/21/22-12/20/22	793.45
409	G010923	THE BAKERSFIELD CALIFORNIAN	206	122289223	24639	22018: WWTP VACCUM TRUCK BLDG ADS	1,087.26
410	G010923	UNIVAR USA INC	111	50788001	24640	WELL #7: 4TH AND POPLAR LIQUID CHLORINE	1,170.94
411	G010923	UNIVAR USA INC	111	50788002	24640	WELL #8: POSOS DRIVE LIQUID CHLORINE	908.49
412	G010923	UNIVAR USA INC	111	50788003	24640	WELL #14: 747 G ST LIQUID CHLORINE	767.17
413	G010923	VERIZON WIRELESS SERVICE LLC	4237	9923861120	24642	CELL PHONES & iPads services 11/26/22-12/25/22	1,468.00
414	G010923	AMAZON CAPITAL SERVICES, INC	4968	13NJ-9YT6-F7RQ	24601	RETURN/CREDIT FROM INV:1941-6XWF-9XLW	(24.89)
415	G010923	AMAZON CAPITAL SERVICES, INC	4968	1HK9-3RPY-TFYC	24601	1 QT: FIRE HOUSE COUPLING SET	51.72
416	G010923	AMAZON CAPITAL SERVICES, INC	4968	1P6D-QN3N-744H	24601	10 QT: RECYCLED ALUMINUM STORAGE CLIPBOARDS	249.30
417	G010923	AMAZON CAPITAL SERVICES, INC	4968	1WT3-FKC4-1KWH	24601	1 QT: AIR OPERATED DIAPHRAGM PUMP - USED OIL PUMP	270.61
418	G010923	AMAZON CAPITAL SERVICES, INC	4968	1CCM-T7FY-CWTR	24601	EMPLOYEE AWARDS FOR EVENTS	193.90
419	G010923	AMAZON CAPITAL SERVICES, INC	4968	1MT9-G437-36DQ	24601	CIP PROJECT 23016 SHELVES FOR NETWORK SWITCH UPS	131.34
420	G010923	AMAZON CAPITAL SERVICES, INC	4968	1QPH-CCFXL-7QGL	24601	CELLPHONE ACCESSORIES FOR CHARLIE FIVECOAT	46.61
421	G010923	AMAZON CAPITAL SERVICES, INC	4968	1XP1-4P61-3CL7	24601	CHRISTMAS DECORATIONS FOR COUNCIL CHAMBERS	156.69
422	G010923	AMAZON CAPITAL SERVICES, INC	4968	146T-KFCR-XR1N	24601	JACKETS FOR TRANSIT DRIVERS	84.32

A010522	143,238.00
G010223	34,848.49
A010423	4,751.87
G011123	223,185.63
G010923	214,390.29
A010923	5,442.34
Grand Total	**1,319,665.98**

Verified By:

Finance Director

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
423	G010923	AMAZON CAPITAL SERVICES, INC	4968	1G9D-K9NY-GGTP	24601	TRIPOD FOR MARKETING SPECIALIST/NIC FOR COMPUTER	91.99
424	G010923	AMAZON CAPITAL SERVICES, INC	4968	1Q17-VGH6-6FGR	24601	NAMEPLATES FOR NEWLEY ELECTED COUNCILMEMBERS	17.30
425	G010923	AMAZON CAPITAL SERVICES, INC	4968	1HWQ-WNDP-FL43	24601	ADAPTERS FOR 3 MONITORS TRANSIT WORK STATION	127.16
426	G010923	AMAZON CAPITAL SERVICES, INC	4968	1L4G-69JR-9LV6	24601	KEYBOARD & OFFICE SUPPLIES FOR HR	80.05
427	G010923	AMAZON CAPITAL SERVICES, INC	4968	1RQQ-WRNC-Q6DV	24601	KEYBOARD & DOCKING STATIONS-MULTIPLE DEPT	463.25
428	G010923	AMAZON CAPITAL SERVICES, INC	4968	1T4N-YV3D-JH9K	24601	POWER SURGE FOR CHARLIE FIVECOAT-PD	20.56
429	G010923	AMAZON CAPITAL SERVICES, INC	4968	1W7N-L6F9-QH7V	24601	DOCKING STATION FOR E.MURILLO NEW WORKING STATION	140.71
430	G010923	AMAZON CAPITAL SERVICES, INC	4968	11JG-D1GK-F7TH	24601	ADAPTER FOR TRANSIT WORK STATION	13.74
431	G010923	AMAZON CAPITAL SERVICES, INC	4968	14JL-RWKY-YQN4	24601	23016 RACKS TO HOLD UPS UNITS FOR NETWORK SWITCHES	100.62
432	G010923	CINTAS CORPORATION NO. 3	4480	4139232128	24607	UNIFORM SRVCS DEC 02	456.91
433	G010923	CINTAS CORPORATION NO. 3	4480	4139957101	24607	UNIFORM SRVCS DEC 09	312.28
434	G010923	CINTAS CORPORATION NO. 3	4480	4140666719	24607	UNIFORM SRVCS DEC 16	465.41
435	G010923	CINTAS CORPORATION NO. 3	4480	4141380623	24607	UNIFORM SERVICES 12/23/23	509.41
436	G010923	CINTAS CORPORATION NO. 3	4480	4142045545	24607	UNIFORM SERVICES 12/30/23	304.95
437	G010923	COUNTRY TIRE & WHEEL	4953	2224101	24609	STREET #78: 4 NEW TIRES	540.25
438	G010923	DEE JASPAR AND ASSOCIATES, INC	378	22-01260	24610	TASK ORDER #5: SRF GRANT APPLICATION	159.00
439	G010923	DEE JASPAR AND ASSOCIATES, INC	378	22-01261	24610	TASK ORDER #6: PUMP & WATER SYSTEM EVALUATION	3,214.30
440	G010923	ROBERT HALF	4814	61128776	24633	TEMP E. RAMIREZ WE 11/18/2022	1,646.38
441	G010923	ROBERT HALF	4814	61167364	24633	TEMP E. RAMIREZ 11/25/2022	1,303.20
442	G010923	ROBERT HALF	4814	61207278	24633	TEMP E. RAMIREZ WE 12/02/22	1,122.20
443	G010923	ROBERT HALF	4814	61241191	24633	TEMP E. RAMIREZ WE 12/09/2022	1,158.40
444	G010923	VERIZON CONNECT FLEET USA LLC	5662	633000038492	24641	DEC 2022:GPS SRVCS 44 VEHICLES	767.80
445	G010923	CALLTOWER, INC	5098	201237124	24605	DEC 2022: PHONE SERVICES	33.85
446	G010923	CENTRAL CALIFORNIA POWER INC	2552	125368	24606	SERVICE CALL TO TROUBLESHOOT COOLANT LEAKS	817.55
447	G010923	DELORIS TATLOW	5799	1553-0190023410	24611	RFND CREDIT MOVE OUT 2341 EVELYN CT	23.30
448	G010923	DITCH WITCH WEST	4792	450219C	24613	CREDIT FROM INV:450219 06/21/22	(126.78)
449	G010923	DITCH WITCH WEST	4792	135942	24613	DITCH WITCH FUEL SYSTEM REPAIRS	2,085.24
450	G010923	FASTENAL COMPANY	3221	CABAE21765	24614	MATERIALS FOR DAILY OPERATIONS: GLOVES, BAG,TOWELS	712.45
451	G010923	DESTANY PLATANIA	4545	REFUND	24616	RFND DUE TO PAYMENT ERROR	100.00
452	G010923	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651	2111	24617	DEC 2022: BIOSOLIDS LOADS	1,514.04
453	G010923	INDEPENDENT FIRE AND SAFETY INC.	135	58715	24618	15 QT 5LB FIRE EXT, 5 QT 10 FIRE EXT, 7 FUEL FEE	1,780.48
454	G010923	KRAZAN & ASSOCIATES, INC.	74	0241728-22774	24622	20227 ABESTOS TESTING FOR COURTHOUSE	1,600.00
455	G010923	LIEBERT CASSIDY WHITMORE	2269	NOV 2022	24623	NOV 2022:LEGAL SERVICES	297.50
456	G010923	MUNICIPAL MANAGEMENT ASSISTANTS OF NORTHERN CA	5258	7045	24625	MEMBERSHIP DUES FOR MARIA MARTINEZ	75.00
457	G010923	ODP BUSINESS SOLUTIONS, LLC	5759	281857819001	24626	OFFICE SUPPLIES	59.38
458	G010923	P & J ELECTRIC, INC.	66	8050	24627	INFLUENT HEADWORKS PUMP #1, SLUDGE RECIRC PUMP	2,250.98
459	G010923	P & J ELECTRIC, INC.	66	8051	24627	SLUDE RECIRC PUMP & REPAIRS	951.59
460	G010923	PAY DIRT CONSTRUCTION INC	5848	1	24629	20236 COW LINE SLUDGE DRYING BEDS 1 & 2 AT WWTP	50,500.00
461	G010923	RAYMOND'S TROPHY & AWARDS, INC.	2095	87562	24631	AWARDS FOR OUTGOING COUNCIL MEMBERS	227.33
462	G010923	RAYMOND'S TROPHY & AWARDS, INC.	2095	87500	24631	MAYORS GAVEL PALQUE	51.09
463	G010923	SELF-HELP ENTERPRISES	3636	18	24634	22027 NOV 2022: CV1 SUBSISTENCE CB ASSIST 22027	652.78
464	G010923	SOUTHWESTERN EQUIPMENT COMPANY	4791	042267	24636	DISPOSAL #14: 2 3/4 HYDRAULIC PIPE & ARM PINS	430.36
465	G010923	ZALCO LABORATORIES, INC	54	2211383	24643	WW SAMPLE TEST: 11/23/22 COMPOSITE INFLUENT	180.00
466	G010923 Total						214,390.29
467	A010923	NAVIA BENEFIT SOLUTIONS	5664	12/29/23	5262	MEDICAL CHECK RUN 12/29/22	5,442.34
468	A010923 Total						5,442.34
469						GRAND TOTAL	1,319,665.98

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: January 17, 2023

SUBJECT: Adopt a Resolution to add Vincent Martinez, Alexandro Garcia, and Maria Lara as Authorizing Signers for all City Bank Accounts.

Recommendation:
Staff recommends City Council:

1) Adopt a Resolution authorizing the signing authority for all City Bank Accounts.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The City's Bank Accounts require a formal Resolution by the governing body to authorize representatives on their behalf to establish new accounts and or modify existing accounts and to make deposits or withdrawals into the bank accounts. Through this resolution, we are adding Vincent Martinez as Mayor and Alexandro Garcia as Mayor Pro-Tem. We are removing Gilberto Reyna as Mayor and John Pallares as Mayor Pro-Tem.

Vincent Martinez	Mayor
Alexandro Garcia	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Lara	Assistant City Manager
Maria Martinez	City Clerk
Lamar Rodriguez	Treasurer

Isarel Perez-Hernandez Deputy Treasurer

Fiscal Impact:
None.

Attachments:
1. Resolution authorizing the signing authority for all City Bank Accounts.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE SIGNING AUTHORITY FOR ALL CITY OF WASCO BANK ACCOUNTS

WHEREAS, The City Council hereby authorizes the following individuals to have signing authority for all City of Wasco bank accounts :

Vincent Martinez	Mayor
Alexandro Garcia	Mayor Pro-Tem
Michael Scott Hurlbert	City Manager
Maria Lara	Assistant City Manager
Maria O. Martinez	City Clerk
Lamar Rodriguez	Treasurer
Isarel Perez-Hernandez	Deputy Treasurer

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: These individuals shall have the authority to sign checks and conduct banking transactions on behalf of the City until they are removed from their elected or assigned position.

SECTION 2: Effective January 17, 2023, Vincent Martinez, Mayor, Alexandro Garcia, Mayor Pro-Tem, and Maria Lara, Assistant City Manager, will have signing authority for all City of Wasco bank accounts.

SECTION 3: Effective January 17, 2023, Gilberto Reyna, Mayor, and John Pallares, Mayor Pro-Tem, will be removed from signing authority for all City of Wasco bank accounts.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on January 17, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: January 17, 2023

SUBJECT: Approval of Travel Expenses Exceeding $500.00 per participation for the Finance Director and Staff Accountant to attend the California Society of Municipal Officers 2023 Annual Training Conference on January 31 – February 03, 2023.

Recommendation:
Staff recommends the City Council

1) Approve the travel expenses.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
This request is for the approval of the Finance Director Perez-Hernandez, and Staff Accountant Campos to attend, the California Society of Municipal Finance Officers (CSMFO) 2023 Annual Training Conference on January 31 – February 03, 2023 in Sacramento, California.

This training is designed for California Public Financial Employees and includes topics such as: overview of the accounting and financial reporting requirements, CalPERS' New Pension Outlook for Public Agencies, Long-Term Financial Planning, Accounts Receivable, Payroll, and Accounts Payable among many other finance related topics.

The conference Schedule of Sessions program for the CSMFO 2023 Annual Training Conference is attached.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006- 2327, limiting expenses to $500.00 per trip.

As a result, the City Council must approve the travel request for Finance Director and Staff Accountant as the expenses for the cost of the trip will exceed $500.00.

The CSMFO Annual Training Conference is a great opportunity for professional development that the Finance Department can take advantage of. As such, a rotation system will be introduced to provide all finance staff the opportunity to attend this conference and thus invest in their professional development.

Fiscal Impact:
It is estimated that the cost of the California Society of Municipal Finance Officers (CSMFO) 2023 Annual Training Conference will not exceed $2,500. The cost of this training is within budget.

Attachments:

1. CSMFO Annual Conference 2023 Schedule Details

CALIFORNIA SOCIETY of MUNICIPAL FINANCE OFFICERS

SCHEDULE

2023 CSMFO Annual Conference Schedule

Pre-Conference Sessions

Pre-Conference Session A – Leading, Learning, and Growing the Team for Tomorrow – PDF

Pre-Conference Session B – Fundamentals of Municipal Taxation: Property, Sales, and Other Local Taxes – PDF

Pre-Conference Session C – It's Your Close, Marty! Something's Gotta be Done about Your Close! – PDF

Pre-Conference Session D – Pensions Basics: Everything you Need to Know… – PDF

All Sessions

Conference Schedule of Sessions – Updated November 2022

CALIFORNIA SOCIETY of MUNICIPAL FINANCE OFFICERS

1:00 pm – 4:00 pm Service Opportunity, Sacramento Food Bank *(separate sign-up required, limited spots available. Email rlee@cityofsanmateo.org)*
3:00 pm – 5:00 pm Registration Open

Wednesday, February 1, 2023

7:30 am – 5:00 pm Registration Open
8:30 am – 9:45 am Conference Orientation for First-Time Attendees, Membership Benefits
8:30 am – 9:45 am "Early Bird" Session – Gabe Patek, California Legislative Analyst
8:30 am – 10:00 am Exhibit Hall Open
10:00 am Conference Opening Session
10:15 am – 11:15 am Featured Speaker – Brett Culp
11:30 am – 1:00 pm Lunch & Exhibit Hall Open
1:00 pm – 5:30 pm Concurrent Sessions
3:30 pm – 6:30 pm Exhibit Hall Open
5:30 pm – 6:30 pm Exhibitor Reception, Exhibit Hall

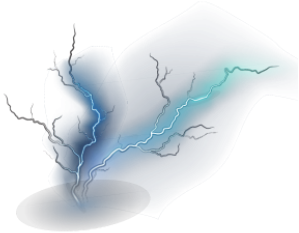
Thursday, February 2, 2023

7:00 am – 7:45 am Yoga (all levels)
7:30 am – 5:00 pm Registration Open
8:00 am – 9:00 am Breakfast & Exhibit Hall Open
9:00 am – 10:00 am Featured Speaker – Christopher Thornberg, Beacon Economics
10:15 am – 11:30 am Concurrent Sessions
11:30 am – 1:30 pm Lunch
11:30 am – 3:15 pm Exhibit Hall Open
1:30 pm – 4:30 pm Concurrent Sessions
6:00 pm – 12:00 am Thursday Night Event

Friday, February 3, 2023

CALIFORNIA SOCIETY of MUNICIPAL FINANCE OFFICERS

conferences on our Facebook page!



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STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charlie Fivecoat, Chief of Police

DATE: January 17, 2023

SUBJECT: Approval of Travel Expenses Exceeding $500.00 per participation for the Chief of Police to attend the California Police Chiefs Association Annual Training Symposium on March 12 -16, 2023, in Monterey, CA.

Recommendation:
Staff recommends the City Council

1) Approve the travel expenses.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
This request is for the approval of the Chief of Police to attend the California Police Chiefs Association Annual Training Symposium on March 12 -16, 2023, in Monterey, CA.

The symposium's goal is to provide dynamic, contemporary training presented by subject matter experts in their fields. It is designed to help develop both Chiefs and their Seconds in Command.

Registration provides 4-days of impactful workshops, inspirational keynotes, a robust partner solutions center, up to 13 hours of POST CPT, and wonderful networking opportunities with chiefs from all across the state. This opportunity is particularly important at this time given our Police Department start-up efforts.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006- 2327, limiting expenses to $500.00 per trip.

As a result, the City Council must approve the travel request for the Chief of Police as the expenses for the cost of the trip will exceed $500.00.

Fiscal Impact:
It is estimated that the cost of the Symposium will not exceed $2,500. The cost of this training is within budget.

Attachments:
1. CPCA Annual Training Symposium Schedule

CPCA Annual Training Symposium 2023

Event Schedule

Sun, Mar 12, 2023

9:00 AM

Executive Committee & Region Rep Meeting
9:00 AM - 11:00 AM, Mar 12
Portola Room (Portola Hotel)

11:30 AM

Board of Directors Meeting
11:30 AM - 4:00 PM, Mar 12
De Anza I (Portola Hotel)

3:00 PM

Early Bird Registration
3:00 PM - 6:00 PM, Mar 12
De Anza Foyer (Portola Hotel)

4:00 PM

Early Bird Reception
4:00 PM - 5:30 PM, Mar 12

Join us for drinks and good conversation!

6:00 PM

Board of Directors Dinner - Invite Only
6:00 PM - 9:00 PM, Mar 12

Catch
On Ocean Ave between Lincoln St & Monte Verde St
Carmel, CA 93921

Mon, Mar 13, 2023

7:30 AM

Registration
7:30 AM - 5:00 PM, Mar 13
De Anza Foyer (Portola Hotel)

Continental Breakfast
7:30 AM - 8:30 AM, Mar 13
De Anza Foyer (Portola Hotel)

Join us for Continental Breakfast before the Opening Session!

Menu
To be Announced!

8:30 AM

Opening Ceremony, Fallen Officer Tribute & Opening Keynote: Ann Carrizales
8:30 AM - 11:00 AM, Mar 13
Golden State Theater (Offsite)

Keynote Speaker

Ann Carrizales
Officer
Stafford Police Department

11:00 AM

CPCA Business Meeting

11:00 AM - 12:00 PM, Mar 13
Golden State Theater (Offsite)

12:15 PM

President's Luncheon

12:15 PM - 1:15 PM, Mar 13
De Anza I & II (Portola Hotel)

Join us for the President's Luncheon.

Menu
To be Announced!

1:30 PM

A Coaching Approach to Leadership Development and Organizational Leadership

1:30 PM - 3:00 PM, Mar 13
Bonsai Ballroom (Portola Hotel)

This workshop intends to focus on how one police department introduced coaching skills for managers to underpin leadership development throughout the organization. It is one thing to send employees off to leadership "training." But what often happens is they come back to the same old department, and nothing changes. In 2016-17, I, along with my field operations lieutenants, conducted a research project to examine how a coaching approach to supervision would support leadership development for themselves as well as their sergeants and teams. I initiated an Action Research Methodology (AIM) project as part of MA in Leadership thesis project as one part of the larger organizational initiative to foster a more adaptive capacity in the department. As a result of witnessing the positive effect of applying coaching conversations with my direct reports, peers and even my superior, I saw the potential of developing coaching capacity in managers as one pathway in the organizational-wide leadership initiative, which in could contribute to having a positive impact on the way in which the officers and sergeants police the community. By sharing the story of how this project came to be and the experience shared amongst the participants and the impact the learning had on staff, I intend to offer ideas to the audience on new and creative ways to incorporate coaching skills for supervisors and managers. As our action research project provided an experiment about how to bring coaching skills to management, we learned that it was not about "teaching" leadership per se, rather it is about facilitating learning around leadership activities. In this project, over the course of several meetings, managers would meet with me and learn specific coaching skills and would practice these skills with their direct reports. The mindset in law enforcement is that failure is not an option. While this may be important in crisis situations in the field, the mindset tends to be infiltrate daily organizational life, creating an environment that undermines learning. By engaging in coaching, and toward cultivating an environment more conducive to learning supported them to be a learning organization, participants also found that by embedding learning in day-to-day activities of managing there was a palpable shift in the organization toward becoming more of a learning organization, in which reflection, experimentation, and positivity were more common behaviors. This led participants to realize that they needed to look at their problems through a larger systemic lens and look for ways to integrate a coaching culture as a vehicle for leadership development.

Speaker

Jessica Nowaski
Leadership Coach, Deputy Chief (Ret.)
Athena Leadership Coaching

Use of Facility Dogs in Law Enforcement

1:30 PM - 3:00 PM, Mar 13
Steinbeck I (Portola Hotel)

Training will include time for Q&A. Some discussion-based training. Participants will gain knowledge on how to apply for and receive a facility dog for their agency free of charge and how to use the dog in the many facets of Law Enforcement. Our presentation brings a different and Innovative perspective for those working in the many aspects of law enforcement. We discuss the use of facility dogs in courtrooms, District Attorney's Offices, and police agencies. The use of these dogs for the benefit of victims, witnesses, as well as a wellness tool for staff in law enforcement.

Speakers

Lameka Bell
K9 Specialist
Hawthorne Police Department

Tiffinni Archie
Marijuana Enforcement Officer, IPFDA President
Washington State Liquor and Cannabis Board

Janet Era
Investigator/Court Facilitator K9 Handler
Contra Costa District Attorney's Office

Michael Ishii
Chief
Hawthorne Police Department

Administrative Investigations and Discipline in Use of Force Cases

1:30 PM - 3:00 PM, Mar 13
Steinbeck II (Portola Hotel)

The legal and political environment in which decisions about use of force investigations and discipline must be made is very different than it was just a few years ago. Civil liability is not necessarily the predominate concern anymore. This session will cover best administrative practices that your agency should follow and how to evaluate issues ranging from the implications of SB 2 to SB 16 to Brady to potential criminal prosecution of officers.

Speakers

J. Scott Tiedemann
Managing Partner
Liebert Cassidy Whitmore

Geoffrey Sheldon
Partner
Liebert Cassidy Whitmore

Jeb Brown
Senior Counsel
Liebert Cassidy Whitmore

3:00 PM

Industry Partner Solutions Center Opening Reception

3:00 PM - 6:00 PM, Mar 13
Serra Ballroom (Convention Center & De Anza III (Portola Hotel)

Join us for drinks and speak with your favorite and new vendors! Each attendee will receive one (1) drink ticket on thier nametags for this event to enjoy.

Appetizer Menu
To Be Announced!

Tue, Mar 14, 2023

7:30 AM

Women Chiefs Breakfast
7:30 AM - 8:30 AM, Mar 14
Club Room (Portola Hotel)

Menu
To Be Announced!

Continental Breakfast - Industry Partner Solution Center
7:30 AM - 8:30 AM, Mar 14
Serra Ballroom (Convention Center & De Anza III (Portola Hotel)

Join us for Continental Breakfast before the General Session.

Menu

To Be Announced!

8:00 AM

Registration
8:00 AM - 5:00 PM, Mar 14
De Anza Foyer (Portola Hotel)

8:30 AM

General Session & Keynote: Michael Connelly
8:30 AM - 10:00 AM, Mar 14
De Anza I & II (Portola Hotel)

10:00 AM

Industry Partner Solution Center & Lunch
10:00 AM - 2:00 PM, Mar 14
Serra Ballroom (Convention Center & De Anza III - Portola Hotel)

We already know what you're going to say…and yes, you need to go. Let us tell you why.

- There are over 150 vendors, and they are there to see YOU!
- Believe it or not, your conference registration ONLY covers your food and space rental, so we rely heavily on our Industry Partners to help offset the cost of putting on a conference.
- Any revenue made from the Industry Partner Solutions Center goes toward our voice over at the Capitol to help shape policy.

Menu

To Be Announced!

12:30 PM

Door Prize Drawings
12:30 PM - 1:00 PM, Mar 14
Serra Ballroom (Convention Center & De Anza III (Portola Hotel)

Join us in the tradeshow for the door prize drawing at 1:30 pm! Everyone is entered to win with the ticket on your nametag. Drop it in the raffle barrel at registration!

Prizes include:

To Be Announced!

1:00 PM

Update on SB 2
1:00 PM - 2:00 PM, Mar 14
Bonsai Ballroom (Portola Hotel)

Speaker

Manny Alvarez
Executive Director
POST

Listening to the Legends

1:00 PM - 2:00 PM, Mar 14
Steinbeck I (Portola Hotel)

Retireme…

Speakers

David Maggard
Chief (Ret.)
Irvine PD

Susan Manheimer
Chief (Ret.)
San Mateo PD

Ed Medrano
Former Chief of CA DOJ & Chief (Ret.)
Integrated Leadership Solutions, LLC

Bernard Melekian
Chief (Ret.)
Pasadena PD

Capitol Hill, The White House, and the Justice Department: How Chiefs Can Work with Both Ends, and the Middle of Pennsylvania Avenue

1:00 PM - 2:00 PM, Mar 14
Steinbeck II (Portola Hotel)

Now that the new Congress has been sworn-in and on the job for a couple of months, the team at Brooks Bawden Moore will provide the chiefs with a strategic view of the issues, priorities, and expectations coming out of the new Congress. Chiefs can expect to learn how Capitol Hill will treat law enforcement issues, which bills are likely to move, and where efforts should be focused to have the most impact on the policy debate in DC. While the election didn't change control of the White House, it did change the political dynamic in Washington and the President must adapt in order to advance his law enforcement agenda. The BBM team will discuss with the chiefs all the various options the White House has available to move the President's priorities forward with a new Congress. Additionally, the Department of Justice is the main source of federal funding for state and local law enforcement. The BBM team will give a high-level overview of the available grant programs at the COPS Office and the Office of Justice Programs, which will open for applications in the late Spring. The Brooks Bawden Moore team are experienced professionals who serve as trusted advisors to law enforcement, public safety, homeland security, and intelligence practitioners and solution providers. The BBM team has more than 100 years of experience in public safety with a majority of that time working in California law enforcement and Washington, DC. BBM's reach in Washington is unparalleled with members of the team spending considerable time advising Members of Congress, working with past Administrations, and serving at the highest levels of the Justice Department.

Speakers

Ben Bawden
Partner
Brooks Bawden Moore, LLC

Dean Kueter
Brooks Bawden Moore, LLC

2:15 PM

Officer Safety in the Era of Fentanyl

2:15 PM - 3:45 PM, Mar 14

Bonsai Ballroom (Portola Hotel)

Wellness

Fentanyl has dramatically impacted the communities that we serve, and it is virtually certain that your personnel will come into contact with it. In a sea of information in mainstream and social media, we have assembled an expert panel to explain the risks, dispel the myths, answer your questions, and provide a clear risk analysis with easily actionable recommendations to keep your personnel safe in the Fentanyl era.

Speakers

Clayton Kazan, MD, MS, FACEP, FAEMS
Medical Director
Los Angeles County Fire Department

Reb JH Close, MD
Emergency Physician, Lead Clinical Physician, Implementation Leader
Community Hospital of the Monterey Peninsula, Monterey County Prescribe Safe Initiative, California Bridge to Treatment Program

Casey Grover, MD, FACEP
Chief of Staff, Emergency Physician, Physician Champion
Community Hospital of the Monterey Peninsula, Monterey County Prescribe Safe Initiative

Charting Your Next Voyage

2:15 PM - 3:45 PM, Mar 14

Steinbeck I (Portola Hotel)

Retireme...

Speakers

John Carli
Chief (Ret.)
Vacaville PD

Max Bosel
Chief (Ret.)
Code 4 Finances

Eric Nunez
Chief (Ret.)
Los Alamitos PD

Derrick Abell
Chief (Ret.)
Manhattan Beach PD

Legislative Update

2:15 PM - 3:45 PM, Mar 14

Steinbeck II (Portola Hotel)

4:00 PM

2nd's in Command Panel

4:00 PM - 5:30 PM, Mar 14

Bonsai Ballroom (Portola Hotel)

Retired Chiefs Committee

4:00 PM - 5:30 PM, Mar 14

Cottonwood II (Portola Hotel)

Retired Chiefs have been given the opportunity to meet once again at the Annual Training Symposium. A meeting room has been reserved for us on **Tuesday, March 14, 2023, from 4:00 pm – 5:30 pm** at the Portola Hotel in Monterey. There is no set agenda for this meeting, it is an opportunity for Retired Chiefs to meet and discuss issues.

Small Agency Committee

4:00 PM - 5:30 PM, Mar 14

Executive Boardroom (Portola Hotel)

We have been given the opportunity to meet once again at the Annual Training Symposium. A meeting room has been reserved for us on **Tuesday, March 14, 2023, from 4:00 pm – 5:30 pm** at the Portola Hotel in Sacramento. There is no set agenda for this meeting, it is an opportunity for Chiefs from departments with 30 or fewer sworn staff (although open to anyone that wants to attend) to meet and discuss issues unique to smaller agencies and to discuss challenges that all agencies face but are addressed differently based on resources available. It will also be a great opportunity to bounces thoughts and ideas off fellow chiefs throughout the state. As I am sure we have all learned, there is rarely any issue that comes up that have not been experienced by another chief somewhere at some time. I have been asked to facilitate and report back on any questions or issues that CPCA can assist with or that the group wants them to be aware of however it is your meeting, and we will take it in any direction you would like it to go.

6:00 PM

Installation Reception

6:00 PM - 7:00 PM, Mar 14

De Anza Foyer (Portola Hotel)

7:00 PM

Installation Banquet

7:00 PM - 10:00 PM, Mar 14

De Anza I & II (Portola Hotel)

Wed, Mar 15, 2023

9:00 AM

Registration

9:00 AM - 3:00 PM, Mar 15

De Anza Foyer (Portola Hotel)

Inspirational Breakfast: Charlie Celano

9:00 AM - 10:30 AM, Mar 15

De Anza I & II (Portola Hotel)

This presentation is designed specifically for public safety leaders, specifically Chiefs and Command Staff personnel, with the purpose of helping them to survive and thrive in their careers and beyond. This is accomplished through the sharing of Retired Chief Celano's story and the subsequent development of the "Foundation of Wellness". Small incremental changes in how we address our self-care and wellness can have a significantly positive impact down the line.

Keynote Speaker

Charlie Celano

CEO/Founder, Chief (Ret.)
Chief Leadership

10:30 AM

New Chiefs Orientation

10:30 AM - 12:00 PM, Mar 15

Bonsai Ballroom (Portola Hotel)

Speakers

Beth Johnson
Chief
Novato Police Department

Kelly Gordon
Chief
Santa Barbara Police Department

CPRA: New Problems & Solutions With Handling Public Record Act Requests For Police Records

10:30 AM - 12:00 PM, Mar 15
Steinbeck I (Portola Hotel)

Speaker

Tony Sain

Building a Resilient Organization - Implementing a Behavioral Wellness Program

10:30 AM - 12:00 PM, Mar 15
Steinbeck II (Portola Hotel)

Wellness

Speakers

Kevin Kilgore

Susan Farren

12:00 PM

Recognition Luncheon

12:00 PM - 1:30 PM, Mar 15
De Anza I & II (Portola Hotel)

Join us for the Recognition Luncheon.

Menu
To be Announced!

1:45 PM

Workshop 13

1:45 PM - 3:15 PM, Mar 15
Bonsai Ballroom (Portola Hotel)

Legal Update

1:45 PM - 3:15 PM, Mar 15
Steinbeck I (Portola Hotel)

Speaker

Jim Touchstone
Litigation Department Manager
Jones & Mayer

Workshop 15
1:45 PM - 3:15 PM, Mar 15
Steinbeck II (Portola Hotel)
Wellness

3:30 PM

Workshop 16
3:30 PM - 5:00 PM, Mar 15
Bonsai Ballroom (Portola Hotel)

Workshop 17
3:30 PM - 5:00 PM, Mar 15
Steinbeck I (Portola Hotel)

Activating AWE for PTSD Prevention & Well-Being
3:30 PM - 5:00 PM, Mar 15
Steinbeck II (Portola Hotel)
Wellness

5:30 PM

Free Evening - Enjoy Monterey!
5:30 PM - 11:59 PM, Mar 15

Thu, Mar 16, 2023

7:30 AM

Registration
7:30 AM - 9:00 AM, Mar 16
De Anza Foyer (Portola Hotel)

8:30 AM

Breakfast & Closing Session
8:30 AM - 10:30 AM, Mar 16
De Anza I & II (Portola Hotel)

10:30 AM

Board of Directors Meeting
10:30 AM - 11:30 AM, Mar 16
Bonsai Ballroom (Portola Hotel)

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charlie Fivecoat, Chief of Police

DATE: January 17, 2023

SUBJECT: Approval of Travel Expenses Exceeding $500.00 per participation for the Chief of Police to attend the Kern Chief's Executive Training Conference on February 8 - 10, 2023, in Pismo Beach, CA.

Recommendation:
Staff recommends the City Council

1) Approve the travel expenses.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
This request is for the approval of the Chief of Police to attend the Kern Chief's Executive Training Conference on February 8 - 10, 2023, in Pismo Beach, CA.

This training is designed for Kern County Chiefs of Police. The training will provide professional development and networking opportunities for Kern County police chiefs. Attendees get caught up with legislative and legal issues that are currently affecting cities in California.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006- 2327, limiting expenses to $500.00 per trip.

As a result, the City Council must approve the travel request for the Chief of Police as the expenses for the cost of the trip will exceed $500.00.

Fiscal Impact:
It is estimated that the cost of the training will not exceed $2,500. The cost of this training is within budget.

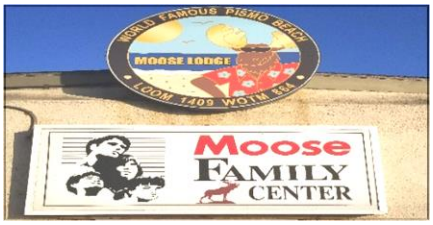
Attachments:
1. Kern Chief's Executive Training Conference Flyer.

Kern Chief's

Executive Training Conference

February 8. 2023 – February 10, 2023

Conference will be held at



Moose Lodge

Book Your Hotel Stay Now!

Vespera Resort
ON PISMO BEACH™

Vespera Resort on Pismo Beach
147 Stimson Avenue, Pismo Beach, CA 93449
Phone: 805-773-1011

When placing your reservations, please reference: ***Kern County Chief Law Enforcement Officers Association Group***
Reservation Requests can be made to the following number: 888-236-2427, or via link provided through email.
Rate: (Option A) Classic Non-View $124.00 + Tax (Option B) Ocean View $299.00 + Tax
(Please note there is also a parking service charge of $25 per day, per car, and a Resort charge of $25 per room, per night)
Check in: Tuesday February 7, 2023, at 4pm
Check out: Friday February 10, 2023, at 11am

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, Administrative Manager

DATE: January 17, 2023

SUBJECT: Approval of Travel Expenses Exceeding $500.00 per participation for Executive Assistant Flores to attend the United States Department of Transportation Safety Institute Supervisor Certification Program on January 31 – February 5, 2023, in South San Francisco, CA.

Recommendation:
Staff recommends the City Council

1) Approve the travel expenses.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The Administrative Manager is requesting approval for Executive Assistant Flores to attend the United States Department of Transportation Safety Institute Supervisor Certification Program on January 31 – February 5, 2023, in South San Francisco, CA.

Executive Assistant Flores assists Administrative Manager Martinez with the operations of the transportation department. In the absence of the Administrative Manager, the Executive Assistant takes on the Administration role. It is necessary that the Executive Assistant possesses the necessary skills in other to conduct the daily supervisor's role of responsibilities in the operation of the Transit Department.

This certification program will provide new supervisory skills by teaching the fundamental and regulatory responsibilities of supervisors.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006- 2327, limiting expenses to $500.00 per trip.

As a result, the City Council must approve the travel request of the Administrative Manager as the expenses for the cost of the trip will exceed $500.00.

Fiscal Impact:
It is estimated that the cost of the Certification Program will not exceed $2,500. The cost of this training is within budget.

Attachments:

1. Training Schedule

United States Department of Transportation
Office of the Assistant Secretary for Research and Technology
Transportation Safety Institute

Search

Transit Anonymous User Page

Calendar Training Details

Training Details

Transit Supervisor Certification

Session Transportation Safety Institute 38 hours $70.00

Calendar View Print View Event

Delivery: Instructor-led Training

Price
$70.00

Available Languages
English (US)

Subjects
Transit Safety and Security

Session ID
2303

Registration Deadline
1/31/2022 - 8:00 AM PST

Seats Available
0

Training Contact
Jamie McAlvain jamie.mcalvain@dot.gov
405-954-1116

Schedule View Full Calendar

Parts (5)

1
South San Francisco, CA view map

Starts
1/30/2023 - 8:00 AM PST

Ends
1/30/2023 - 4:30 PM PST

2
South San Francisco, CA view map

Parts (5)

Starts
1/31/2023 - 8:00 AM PST

Ends
1/31/2023 - 4:30 PM PST

3
South San Francisco, CA view map

Starts
2/1/2023 - 8:00 AM PST

Ends
2/1/2023 - 4:30 PM PST

4
South San Francisco, CA view map

Starts
2/2/2023 - 8:00 AM PST

Ends
2/2/2023 - 4:30 PM PST

5
South San Francisco, CA view map

Starts
2/3/2023 - 8:00 AM PST

Ends
2/3/2023 - 12:00 PM PST

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STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager
Maria O. Martinez, City Clerk

DATE: January 17, 2023

SUBJECT: Adopt a Resolution Authorizing The City Manager or designee to accept and execute a standard agreement with the California Department of Transportation, Division of Rail & Mass Transportation, In the amount of $95,000.00 under the ARPA Program for Transit Operating Assistance and appropriating funds.

Recommendation:
Staff recommends the City Council:

1) Adopt a Resolution Authorizing the City Manager or designee to accept and execute a standard agreement with the California Department of Transportation, Division of Rail & Mass Transportation, In the amount of $95,000.00 under the ARPA Program for Transit Operating Assistance and appropriating funds.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The City of Wasco was allocated funds under the **American Rescue Plan Act (ARPA)** in the amount of $95,000.00 for transit operating assistance. The term of the grant is from January 20, 2020 through June 30, 2028. Operating Assistance costs eligible for reimbursement under this AGREEMENT are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance

employees, mechanics and administrative staff whose duties are directly related to transit.

Request for Reimbursement shall be uploaded and submitted in BlackCat System ONLY after receiving notification that the Agreement has been fully executed by both parties.

Fiscal Impact:
There is no match requirement. This allocation of funds will be allocated to the transit department for operating assistance.

Attachments:
1. Resolution
2. Standard Agreement

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO FROM WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF RAIL & MASS TRANSPORTATION, AND APPROPRIATING THE FUNDS

WHEREAS, the City of Wasco wishes to accept and receive an allocation of the American Rescue Plan Act (ARPA) funds through the California Department of Transportation, Division of Rail & Mass Transportation; and

WHEREAS, the City of Wasco will receive a total of $95,000.00 for transit operating assistance; and

WHEREAS, the City anticipates incurring additional costs for transit services for upcoming city events, increase of riders, and maintenance costs;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wasco authorizes the execution of this Standard Agreement between CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF RAIL & MASS TRANSPORTATION in connection with ARPA Transit Funds,

BE IT FURTHER RESOLVED that the City Manager or his/her designee is hereby authorized and empowered to execute in the name of the City of Wasco all grant documents, including but not limited to, applications, agreements, amendments, reports, requests for payment, necessary to secure grant funds, increase budget appropriations and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023. - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on _____, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

STANDARD AGREEMENT (02/21/2020)

DOT-213A (REV 12/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER
64TO21-01841	

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY: CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF RAIL & MASS TRANSPORTATION

   CONTRACTOR: **City of Wasco**

2. The term of this Agreement is:

   FROM: **January 20, 2020** TO: **June 30, 2028**

3. The parties agree to comply with the terms and conditions of the following Exhibits, which are by this reference made a part of the Agreement.
   - Exhibit A - Project Summary and Scope of Work
   - Article I - Project Management and Payment Provisions
   - Article II - General Terms and Conditions
   - Article III - Special Terms and Conditions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		For Department of Transportation Use only
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **City of Wasco**		
BY *(Authorized Signature in Blue ink)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS **746 8th St, Wasco, CA 93280**		
STATE OF CALIFORNIA		
AGENCY NAME Department of Transportation, Division of Rail and Mass Transportation		
BY *(Authorized Signature in Blue ink)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING **WENDY KING, Chief, Office of Transit Grants and Contracts**		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appropriation	Fund	PEC	Project ID	Unit	Object	SFY
2660-102-0890(2)	**21**	**2021**	**22102F**	**0890**	**3010060**	**0022000224**	**3744**	**049**	**21/22**

Amount encumbered by this document:	**$95,000.00**
Prior amount encumbered for this contract:	**$0.00**
Total amount encumbered to date:	**$95,000.00**

SIGNATURE OF ACCOUNTING OFFICER *(Authorized Signature in Blue ink)*	DATE SIGNED

FAIN	FAIN Award Date	CFDA	FTA Section	Subrecipient Unique ID	Indirect Cost Rate	De Minimus
CA-2022-051	**2/24/2022**	**20.509**	**ARPA**	**GRDFMZJVSTC5**	**N/A**	**N/A**

ADA Notice

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

EXHIBIT A - PROJECT SUMMARY AND SCOPE OF WORK

1. Project Description and Schedule:

Funding Program: ARPA

Hours when PROJECT shall operate: *Start Time:* 8:00 AM *End Time* 3:30 PM

Days/Dates when PROJECT shall operate: Monday to Saturday

Location where Service shall be offered: Wasco

Detailed Description of Work:
Operating Assistance

Contract Projects:

ALI Code	A Federal $	B State $	C Local $	A + B + C Line Item Total $	Toll Credits
300908	$95,000	$0	$0	$95,000	$0

** The standard Federal Share and Local Matching Fund requirements are listed below. The Federal Share and Local Matching Fund requirements may vary from the amounts shown if Toll Credits in lieu of Local Share have been approved in advance by the Grant Administrator and are awarded by the Program Manager. When Toll Credits are awarded, the Effective Federal Share percentage must be calculated by dividing the Federal $ by Line Item Total $.*

FTA Program	*Operating Projects*	*All Other Projects*
5311/5311(f)	*55.33% Federal / 44.67% Match*	*88.53% Federal / 11.47% Match*
5310	*50.00% Federal / 50.00% Match*	*80.00% Federal / 20.00% Match*
5339	*N/A*	*85.00% Federal / 15.00% Match*
CMAQ	*88.53% Federal / 11.47% Match*	*88.53% Federal / 11.47% Match*

Performance Period (when expenses may be incurred) and Other Key Project Dates:

Performance Period Start	1/20/2020
Performance End	6/30/2028
Last Date to Amend	5/1/2028
Final Invoice Due	7/30/2028

Caltrans Project Contact:

Contact Name	Email Address	Phone Number
Jennifer Louie	Jennifer.Louie@dot.ca.gov	(916) 653-3276

2. Transportation Services Category: The Project is in the Transportation Services Category marked "X" below. The parties agree that the provisions of that portion of Article I Section 27 that is correspondingly-lettered to the subsection marked "X" below shall apply to this Agreement.

- [X] A. Operating Assistance (5310, 5311, 5311(f))
- [ ] B. Preventive Maintenance (5311, 5311(f))
- [ ] C. Planning (5311, 5311(f))
- [ ] D. Capital Project (Vehicle/Equipment) (5310)
- [ ] E. Capital Project (Vehicle/Equipment) (5311, 5311(f), CMAQ, 5339)
- [ ] F. Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)
- [ ] G. Mobility Management (5310)
- [ ] H. Transfer of Used Vehicle/Equipment (5310)
- [ ] I. Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)

3. Special Warranty Conditions: If the following statement is marked "X" below, the Project is subject to 49 USC Section 5333(b) Special Warranty, which is applicable to 5311, 5311(f), 5339 and Congestion Mitigation and Air Quality (CMAQ) Programs. If the Project is subject to the Special Warranty, the parties agree that this Agreement shall be subject to the provisions of Exhibit A Section 4, which bears the heading name 49 USC Section 5333(b) Special Warranty for 5311, 5311(f), CMAQ and 5339 Programs.

- [X] Project is subject to 49 USC Section 5333(b) Special Warranty.

4. 49 USC SECTION 5333(b) SPECIAL WARRANTY FOR 5311, 5311(f), CMAQ AND 5339 PROGRAMS

A. This PROJECT is subject to 49 USC Section 5333(b) (formerly Section 13(c)) "Documentation and Agreement by Subrecipient to Terms and Conditions of 49 USC Section 5333(b) Special Warranty" (Special Warranty).

B. Name and Address of Subrecipient:
Agency Name: City of Wasco
Agency Address: 746 8th St
Wasco, CA 93280

C. PROJECT Description:
300908

D. County and Service Area of PROJECT:
Kern

E. List of all current operators of public transportation (including CONTRACTOR) and corresponding labor organizations (if applicable) representing the employees of the providers in the above service area that are eligible or potentially eligible recipients of federal 5311, 5311(f), CMAQ or 5339 Program funding assistance even if they are not currently recipients, human service agency providers that provide transportation to the general public, and taxi operators providing shared-ride transportation on a regular and continuing basis:

Public Transportation Operators	Labor Organizations (or N/A)
Amtrak,Kern Regional Transit (County of Kern)	Service Employees International Union (SEIU)

F. The Special Warranty may refer to the CONTRACTOR as a subrecipient (Subrecipient).

G. Because the PROJECT(s) is subject to the Special Warranty, the terms of the United States Department of Labor Nonunion Protective Arrangement (USDOL Nonunion Protective Arrangement), are applicable. The Subrecipient shall be fully knowledgeable of the terms and conditions of the Special Warranty and the USDOL Nonunion Protective Arrangement and agrees to comply with those same terms and conditions for the duration of the PROJECT. The text of the USDOL Nonunion Protective Arrangement is available from the United States Department of Labor. Furthermore, these terms and conditions will be a part of any and all agreements and contracts between or among the Federal Government, the State of California, and the Subrecipient, entered into with respect to the subject PROJECT.

H. For the purposes of the Special Warranty for the 5311, 5311(f), CMAQ and 5339 Programs, the State of California is neither the legally nor financially responsible party under the Special Warranty, and the State assumes no special obligations under the Special Warranty that are not otherwise part of its normal obligations as a grant administering agency.

ARTICLE I
PROJECT MANAGEMENT AND PAYMENT PROVISIONS

1. The Governor of the State of California has designated the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) as the sole agency to be the Recipient of Federal Transit Administration (FTA) grant programs that are described below. The FTA receives its authority from Chapter 53 of Title 49 of the United States Code (USC).
2. The following terms, when appearing in all capitals within this Agreement, are defined as follows.
    A. AGREEMENT: This Agreement, including all of its Articles, Exhibits and incorporated references, as executed by the parties signing the Agreement.
    B. APPLICATION: The Application for federal assistance filed by the Contractor as a prerequisite to receive the funding awarded under this Agreement. The Application is kept on file by Caltrans DRMT and is hereby incorporated into this Agreement.
    C. CONTRACTOR: The local agency that is party to this Agreement, and may be referred to as a Subrecipient, and that has been granted Federal Transit Administration funds by Caltrans DRMT for the purposes of carrying out the Project described in this Agreement. In certain circumstances, the Contractor may be referred to as an Awarding Agency.
    D. PROJECT: Transportation services, as marked in Exhibit A and further described in Article I, which are performed by the Contractor and funded by FTA grant funds under the terms of this Agreement.
    E. STATE: The State of California's Department of Transportation, Division of Rail and Mass Transportation, a governmental subdivision of the State of California.
    F. SUBCONTRACTOR: A third-party subrecipient or subawardee that performs work related to this Project for the Contractor. Federally-required clauses in this Agreement that apply to the Contractor also apply to subrecipients and/or subawardees of the Contractor. In some cases, the clause must appear verbatim in the document governing the subaward. A Subcontractor is subject to all federal requirements that apply to the Contractor.
3. The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
    A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. The terms and conditions in FTA Circular 9070.1G "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated July 7, 2014, (5310 Circular) and any later revision thereto, are expressly incorporated herein for any project funded by the 5310 Program.
    B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and/or the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a Recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for Recipients or as Subrecipients. The terms and conditions in FTA Circular 9040.1G "Formula Grants for Rural Areas: Program Guidance and Application Instructions", dated November 24, 2014, (5311 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this AGREEMENT, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
    C. Congestion Mitigation and Air Quality Program (CMAQ Program). CMAQ Program funds that are transferred from the Federal Highway Administration (FHWA) to FTA to use for transit projects are subject to the program requirements that are applicable to the Section 5311 program. Prior to project selection and programming,

projects eligible for funding from the CMAQ Program must meet certain criteria set by FHWA. Refer to FHWA's Interim Program Guidance, dated November 12, 2013, (CMAQ Circular), which is available at the following website: https://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/2013_guidance/cmaq2013.pdf.

D. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to provide funding to eligible agencies for the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. The terms and conditions in FTA Circular 5100.1 "Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5339 Program.

4. This AGREEMENT is subject to the Fixing America's Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (https://www.transit.dot.gov/FAST).
5. This AGREEMENT is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA. The CONTRACTOR agrees to comply with all federal agreements and policy guidance related to the programs, including, but not limited to, the following:
   A. USDOT Master Agreement (26), dated October 1, 2019, (USDOT Master Agreement) and any later revision thereto.
   B. FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, as revised through March 18, 2013, (Third-Party Contracting Circular) and any later revision thereto.
   C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" dated October 1, 2012, (Title VI Circular) and any later revision thereto.
   D. FTA Circular 5010.1E, "Award Management Requirements" dated March 21, 2017, as revised through July 16, 2018, (Award Management Circular) and any later revision thereto.
   E. "FTA Project and Construction Management Guidelines" published March 2016, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
   F. Fiscal Year 2020 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements dated October 1, 2019.
6. This AGREEMENT is governed by the Caltrans State Management Plan (SMP), dated June 2019, which is available at the Caltrans DRMT website (https://dot.ca.gov/programs/rail-and-mass-transportation/state-management-plan).
7. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
8. The CONTRACTOR's APPLICATION for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for project approval. The purpose of this AGREEMENT is to implement the approved PROJECT.
9. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the APPLICATION for federal assistance, which is on file with the STATE and which is hereby expressly incorporated into this AGREEMENT.
10. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the APPLICATION.
11. The CONTRACTOR agrees to complete the defined PROJECT described in the APPLICATION, which adopts all of the terms and conditions of this AGREEMENT.
12. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
13. Transportation services under this AGREEMENT shall be provided for a minimum of 20 hours per week.
14. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this AGREEMENT is executed. In the event that funds are not appropriated for the purpose of this AGREEMENT in an amount sufficient to allow the encumbrance of grant funds in accordance with this section, the parties agree that this AGREEMENT will terminate at the end of the State fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this AGREEMENT shall remain in effect until the PROJECT is completed under the terms of this AGREEMENT. Upon closeout of this AGREEMENT, any unreimbursed funds will

revert as described in Article I and no further invoices shall be paid to CONTRACTOR.

15. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for the PROJECT cannot be carried over more than one (1) year by the CONTRACTOR.
16. Invoices shall be submitted no more frequently than once per month for the PROJECT.
17. Invoices shall be submitted through the STATE's current Electronic Grants Management (EGM) system. At the time of this AGREEMENT, the STATE's designated EGM system was BlackCat Transit, its successors or assigns. This reference to the EGM System extends to any other replacement system the STATE may designate.
18. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
19. Invoices shall meet all the requirements of this AGREEMENT and be itemized in a manner consistent with the budget for the PROJECT as found in the APPLICATION. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Article I), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
20. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons" that are exempt from sales tax under California Revenue and Taxation Code Section 6369.4.
21. Only work performed or goods or services that are received during the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates when work was performed or goods or services were received.
22. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
    A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA and with the SMP.
    B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA and with the SMP.
23. Direct and Indirect Costs.
    A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230 (as determined in Article I. Section 18) and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities, must be adequately supported with proper documentation.
    B. For Public Agencies only, in all programs except the 5310 Program, indirect costs may be approved for reimbursement at the discretion of the STATE and Program Manager. If allowed, indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Independent Office of Audits and Investigations prior to submitting any invoices for reimbursement for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.
    C. Under no circumstances are indirect costs an allowable expense for a 5310 Program Project.
24. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this AGREEMENT shall be made on a reimbursement basis and in arrears only for actual eligible costs.
25. Incomplete or disputed invoices shall be returned unpaid to the CONTRACTOR for correction. Corrected invoices must

be resubmitted to STATE prior to the payment of the invoice.

26. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share. The Federal Share percentage may vary if the STATE has authorized the use of Transportation Development (Toll) Credits in lieu of required matching Local Share as described in Exhibit A.
27. Final invoice shall be submitted to the STATE as stipulated in Exhibit A. If a Final Invoice Date is not specified in Exhibit A, a final invoice shall be submitted no later than ninety (90) days after the expiration of this AGREEMENT.
28. Project Closeout.
    A. For all programs, any remaining balance/cost savings shall be returned to STATE for redistribution or reallocation. The redistribution or reallocation shall be in conformance with the following conditions:
        1. Rules of the program as described in the SMP, except that savings attributable to a project in the 5311 Program may be redistributed or reallocated in either the 5311 Program or the 5311(f) Subprogram;
        2. The federal apportionment which was utilized to fund the PROJECT;
        3. Consistent with the requirements of the federal grant which obligated the funds;
        4. In compliance with all Federal Transportation Improvement Plan (FSTIP) requirements.
    B. Upon successful completion of the PROJECT or upon termination of this AGREEMENT by the STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
29. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the CONTRACTOR's application for federal assistance.
30. The CONTRACTOR agrees to perform this PROJECT in accordance with all of the terms and conditions of this AGREEMENT and the APPLICATION pertaining to this PROJECT.
31. The parties agree that only the following subsection of Article I Section 31 that matches the correspondingly-lettered subsection marked with an "X" in Exhibit A Section 2 Transportation Services Category shall apply to this AGREEMENT.

A. <u>Operating Assistance (5310, 5311, 5311(f))</u>

1. Operating Assistance costs eligible for reimbursement under this AGREEMENT are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.

2. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A of this AGREEMENT and the APPLICATION.

3. The PROJECT period for which transit operational expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

4. Subcontracts for third-party services, including Third-Party Operating, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to ordering a vehicle or other equipment. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.
6. If the PROJECT is funded by the 5310 Program and includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.

B. <u>Preventive Maintenance (5311, 5311(f))</u>

1. Preventive Maintenance activities consist of routine revenue and non-revenue vehicle inspection and maintenance for bus operations including: inspecting revenue vehicle components on a scheduled preventive maintenance basis (e.g., engine and transmission, fuel system, ignition system, chassis, body-exterior and interior, electrical system, lubrication system, trolleys, pantographs and third rail shoes, trucks, braking system, air-conditioning system); performing minor repairs to the above-listed revenue vehicle components; changing lubrication fluids; replacing minor repairable units of the above-listed revenue vehicle components; making road calls to service revenue vehicle breakdowns; towing and shifting revenue vehicles to maintenance facilities; rebuilding and overhauling repairable components; performing major repairs on revenue vehicles on a scheduled or unscheduled basis.

2. For the purpose of carrying out the PROJECT, the labor, associated administrative, and incidental costs pursuant to this AGREEMENT shall not exceed the estimated cost specified in Exhibit A.

3. The PROJECT Period for which Preventive Maintenance expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

4. The request(s) for reimbursement shall certify that the CONTRACTOR has paid wages and salaries and shall list the various salary and other accounts to which the grant funds will be applied. Upon receipt of these invoices, the STATE shall reimburse the CONTRACTOR up to the percentage of total PROJECT costs as specified in Exhibit A, but not to exceed the amount encumbered in this AGREEMENT.

5. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon payments of the CONTRACTOR's invoice(s) for the FTA allowable activities, supplies, materials, wages, salaries, and services required to preserve or extend the functionality and serviceability of the asset in a cost-effective manner.

6. Subcontracts for third-party services, including Preventive Maintenance, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   b. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   c. All reimbursement requests shall be submitted to the STATE through its EGM system.
   d. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

C. <u>Planning (5311, 5311(f))</u>

1. Planning activities must be directed specifically at the needs of rural areas in the state and be included in the Planning Work Program. Eligible activities support efforts to:

2. Develop transportation plans and programs,

3. Plan, engineer, design and evaluate a public transportation project, and

4. Conduct technical studies relating to public transportation.

5. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

6. Subcontracts for third-party services, including Planning, are considered Local Procurements As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

D. <u>Capital Project (Vehicle/Equipment) (5310)</u>

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to nonprofit and public agencies without prejudice. Purchase order requirements are further detailed in Article III. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.

2. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.

4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).

5. Public Agencies may purchase Vehicles using any one of the following three methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
   c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.

6. Nonprofit Agencies may purchase Vehicles using either of the following two methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles through its own procurement procedures. Nonprofit Agencies that procure vehicles in this way must receive prior written authorization from the STATE.

7. Any Vehicle(s) purchased by the STATE for a Nonprofit Agency, shall be from a STATE-approved Contract.

8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a vehicle or other equipment.
   a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
   b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
   c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
   d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.
   e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation from programs other than USDOT programs except for funds from USDOT Federal Lands Highway Program.

9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.

10. Timely Commencement of Local Procurement Activities. After receiving written approval from the STATE, CONTRACTOR shall initiate Local Procurement in a timely manner. For a Vehicle purchase, CONTRACTOR shall conduct the procurement in accordance with the schedule currently on file with the STATE and approved by the Program Manager. For the purchase of Other Equipment, CONTRACTOR shall purchase approved PROJECT equipment within three months of AGREEMENT execution. If the purchase is for on-board equipment for a new Vehicle, the purchase shall be made within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Article II.

11. Required Documents for Reimbursement. Upon receipt of complete documentation for the procurement and of the DBE Actual Payment Form, the STATE will reimburse the CONTRACTOR for the Federal Share in arrears.

12. Evidence of Insurance. Before delivery of a vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

E. Capital Project (Vehicle/Equipment) (5311, 5311(f), 5339, CMAQ)

1. New PROJECTs for equipment or new vehicles shall not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) or California Vehicle Code Section 100-680.

2. CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A and the APPLICATION.

3. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon the STATE's reimbursement of CONTRACTOR's invoice(s) for FTA-allowable portions of PROJECT costs. Reimbursements will only be allowed after execution of this AGREEMENT.

4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

5. Public Agencies may purchase Vehicles using any one of the following three methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
   c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.

6. Any Vehicle(s) purchased by the STATE for a Public Agency shall be from a STATE-approved Contract.

7. The following provisions regarding Local Share apply to any CONTRACTOR for whom the STATE is purchasing a vehicle or other equipment.
   a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
   b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
   c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
   d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.

F. Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)

1. For Real Estate Acquisition, the CONTRACTOR must perform each of the procedures below pursuant to the Award Management Circular, 2 CFR Part 200, 49 CFR Part 24 Subpart B, and the FTA Master Agreement.
   a. The conduct of Hazardous Waste Site Assessments before acquiring real property.
   b. The conduct of an independent appraisal by a certified appraiser.
   c. The requirement for a review appraisal of the initial appraisal.
   d. FTA review and concurrence requirements related to the CONTRACTOR's offer to buy the property.
   e. If the CONTRACTOR is leasing the property, incidental use of acquired real property as a means to supplement transit revenues.
   f. Disposition of excess real property by sale, lease, donation, transfer to other programs, or other conveyance methods.
   g. The requirement to prepare an excess property utilization plan for all real property no longer used for its original purpose.

2. For Construction Projects, CONTRACTOR must submit a Plans, Specifications, and Estimate (PS&E) Checklist. CONTRACTOR shall certify that the PROJECT was designed and prepared for advertisement in accordance with applicable sections regarding "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in 2 CFR Part 200, the Third-Party Contracts Circular, "Construction Management and Oversight" section of the 5311 Circular, the FTA "Projects and Construction Management Guidelines", and the FTA "Best Practices Procurement Manual".

3. The CONTRACTOR assures and certifies that the PROJECT complies with regulations of 23 CFR Part 771 regarding environmental impact and related procedures.

4. CONTRACTOR understands and agrees that all documents relating to this PROJECT may be reviewed by FTA and/or STATE in order to verify the PS&E certification. CONTRACTOR also understands and agrees that if deficiencies are found in subsequent reviews, the following actions may be taken:
   a. Where minor deficiencies are found, PS&E Certification for future projects may be conditionally approved or not accepted until the deficiencies are corrected.
   b. Where deficiencies are of such magnitude as to create doubt that the policies and objectives of applicable federal and state laws will not be accomplished by the PROJECT, federal funding may be withdrawn at the discretion of the Office Chief of Federal Transit Grants Programs.

5. For the purpose of carrying out the PROJECT, the Real Estate Acquisition/Construction PROJECT is to be purchased and/or constructed, at costs not to exceed the estimated cost specified in Exhibit A.

6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

G. <u>Mobility Management (5310)</u>

1. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the APPLICATION, which is on file with the STATE and which is subject to all the terms and conditions of this AGREEMENT.

2. All Mobility Management PROJECTs require a Detailed Implementation Plan as a part of the Project Application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this AGREEMENT at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.

3. Invoices for all Mobility Management PROJECTs shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.

4. Subcontracts for third-party services, including Planning, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR is subject to the provisions of Article II Section 46. Bid or Proposal and Third-Party Contract Award of this AGREEMENT.

5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

H. Transfer of Used Vehicle/Equipment (5310)

1. The STATE will evaluate potential transfer need for vehicle/equipment on a case-by-case basis. The CONTRACTOR will submit the following information for the State to make its determination:
   a. Project Description and Justification for Funding Request (Replacement or Expansion);
   b. Proposed Service and Operating Plan (including map of service area);
   c. Existing Transportation Services (current fleet);
   d. Proposed Transportation Services; and
   e. Signed Certifications and Assurances.

2. In the event the CONTRACTOR's submitted information conflicts with any terms or conditions of this AGREEMENT after the STATE has agreed to a vehicle/equipment transfer, this AGREEMENT shall supersede the CONTRACTOR's submitted information.

3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this AGREEMENT and the CONTRACTOR's application for federal assistance.

4. The CONTRACTOR shall always use the PROJECT exclusively and in conformity with the PROJECT description for as long as the equipment is needed for the PROJECT.

5. Vehicles may not be transferred without prior written approval from the STATE.

6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

I. Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)

1. The CONTRACTOR shall always use the PROJECT equipment exclusively and in conformity with the PROJECT Scope of Work in Exhibit A and the PROJECT Description.

2. Vehicles may not be transferred without prior written approval from the STATE.

3. The STATE has evaluated and approved the transfer for vehicle/equipment based on the CONTRACTOR's request containing the following information.
   a. Project Description and Justification for Funding Request (Replacement or Expansion)
   b. Existing Transportation Services (current fleet)
   c. Proposed Transportation Services
   d. Signed Certifications and Assurances
   e. Board Resolutions of Both Parties participating in the transfer

4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

ARTICLE II
GENERAL TERMS AND CONDITIONS

1. Subrecipient. For the purpose of this AGREEMENT, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.

2. Budget Contingency Clause.
   A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with the Federal Transportation Funding Law.
   B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law of the current year and/or any subsequent years covered under this AGREEMENT does not appropriate sufficient funds for the program, this AGREEMENT shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this AGREEMENT and CONTRACTOR shall not be obligated to perform any provisions of this AGREEMENT.
   C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law for purposes of this program, the STATE shall have the option to either cancel this AGREEMENT with no liability occurring to the STATE or offer an amended Agreement to CONTRACTOR that reflects the reduced amount.

3. State of California Prompt Payment and Return of Retainage Provisions.
   A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
   B. Unless the approved PROJECT is for Construction, the CONTRACTOR shall not hold retainage (i.e. withhold retention) from any subcontractor. The STATE shall not hold retainage from any CONTRACTOR.
   C. If a dispute arises regarding Construction PROJECTs only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC), Section 10262.5 or Division 2, Part 2, Chapter 1 Article of the California Business and Professions Code (BPC), as applicable.
   D. The CONTRACTOR must pay third-party contractors within 30 days for satisfactory performance of work related to this Agreement. In the case of progress payments, the CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction PROJECT only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this AGREEMENT no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this AGREEMENT is satisfactorily completed.
   E. Federal Prompt Payment and Retainage requirements as described in Section 57 of this Article also apply to this AGREEMENT. If there is any conflict between the California Prompt Payment Act and the Federal Prompt Payment and Retainage requirements, the more stringent requirements shall apply.

4. Approval.
   A. Except as provided herein, this AGREEMENT is of no force or effect until signed by both parties and approved by the STATE.
   B. The STATE reserves the right to sign and approve the AGREEMENT provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
   C. It is mutually understood between the parties that this AGREEMENT, for the mutual benefit of both parties, may

have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after the determination was made.

D. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this AGREEMENT in any manner.

E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended to reflect any reduction in funds.

F. State Law. This AGREEMENT shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. If any provision of this AGREEMENT requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining AGREEMENT provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually-agreed and appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.

G. No issuance of a CONTRACT or amendments to a CONTRACT will occur until the STATE has received proof that the PROJECT has been programmed and is in an approved FSTIP.

5. Enforcement/Remedies for Non-Compliance and/or Breach of Contract. If a CONTRACTOR materially fails to comply with any term of this AGREEMENT, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
   A. Disallow or temporarily withhold payments pending correction of the deficiency by the CONTRACTOR.
   B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
   C. Withhold future awards to the CONTRACTOR.
   D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
   E. Take any other remedies that may be legally available.

6. Timeliness. Time is of the essence in this AGREEMENT. CONTRACTOR shall return the signed AGREEMENT to the STATE within 90 calendar days after issuance. In the event this AGREEMENT is not signed and returned within 90 days of issuance, the PROJECT identified in Exhibit A of this AGREEMENT may be withdrawn and cancelled at the discretion of the STATE.

7. Amendment. No amendment or alteration of the terms of this AGREEMENT shall be valid unless submitted in writing, signed by the parties and approved as required. This AGREEMENT may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment must be made in writing to the Program Manager no less than sixty (60) days before the AGREEMENT's Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR prior to the expiration of the AGREEMENT currently in force, but in no instance more than 90 calendar days after issuance of the proposed amendment. If CONTRACTOR does not sign and return the Amendment within the allowed period for execution, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this AGREEMENT is binding on any of the parties.

9. Assignment. This AGREEMENT is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance

of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of the STATE.

11. Antitrust Claims. By signing this AGREEMENT, the CONTRACTOR hereby certifies that if services or goods covered by this AGREEMENT are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
    A. GC Sections 4550 through 4554 regarding antitrust claims contain the following definitions:
        1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
        2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BPC Chapter 2, commencing with Section 16700 of Part 2 of Division 7), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
    C. Per GC Section 4553, if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
    D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.

12. Child Support Compliance Act. For any AGREEMENT in excess of $100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
    A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and
    B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Unenforceable Provision. If any provision of this AGREEMENT is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this AGREEMENT have force and effect and shall not be affected thereby.

14. Priority Hiring Considerations. If this AGREEMENT includes services in excess of $200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the AGREEMENT to qualified recipients of aid under the California Welfare and Institutions Code Section 11200, in accordance with PCC Section 10353.

15. State Management Plan (SMP). The STATE is designated by the Governor of the State of California to administer the FTA Federal Transit grant programs. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this AGREEMENT, the AGREEMENT shall govern.

16. Annual FTA Certification and Assurances. As requested by the STATE, the CONTRACTOR annually must complete and submit to the STATE the Annual Certifications and Assurances for Federal Transit Administration Assistance Programs, the Certifications and Assurances Checklist, and the Signature Page as published by the FTA.

17. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently $100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.

18. U.S. Flag Requirements.
    A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
    B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act," "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
    C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

19. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

20. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

21. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.

22. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this AGREEMENT. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this AGREEMENT and any subcontract or subaward as a result of this AGREEMENT.

23. Examination of Records. The STATE, the Caltrans' Independent Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

24. Examination of Accounting. The CONTRACTOR's accounting system and billing procedures are subject to audit by the STATE prior to contract award, and accounting records pertaining to work performed and costs billed to the STATE are subject to audit for a period of three (3) years from the date of final payment under this AGREEMENT. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit

verification of the validity of costs charged to the STATE, the CONTRACTOR will be liable for reimbursement to the STATE of all unsubstantiated billings.

25. Reporting Forms. The CONTRACTOR shall furnish the STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by the STATE.

26. Debarment and Suspension. The CONTRACTOR agrees as follows:
    A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
    B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (https://www.sam.gov) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
    C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of $25,000 or more.

27. Compliance with Federal Statutes. During the performance of this AGREEMENT, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
    A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
    B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract.
        1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section

12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this AGREEMENT and the Regulations relative to Civil Rights.

D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
   1. Prepare and submit a Title VI Program.
   2. Establish and maintain a Title VI complaint procedures.
   3. Record Title VI investigations, complaints, and lawsuits.
   4. Provide meaningful access to Limited English Proficient Persons.
   5. Notify beneficiaries of protection under Title VI.
   6. Provide additional information upon request.
   7. Provide an Annual Title VI Certification and Assurance.
   8. Guidance on conducting an Analysis of Construction projects.
   9. Guidance on promoting Inclusive Public Participation.
   10. Report minority representation on transit related Planning and Advisory Bodies.

E. The following requirements only apply to those providers of public transportation that operate both fixed-route service and demand-response service. The following requirements do not apply to those providers of public transportation that only operate demand-response service. (Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service.) The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT.
   1. Service standards
      a. Vehicle load for each mode
      b. Vehicle headway for each mode
      c. On-time performance for each mode
      d. Service available for each mode
   2. Service policies
      a. Transit Amenities for each mode
      b. Vehicle Assignment for each mode

F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular:
   1. Title VI Notice to the Public, including a list of locations where the notice is posted.
   2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint.
   3. Title VI Complaint Form used by the CONTRACTOR.
   4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR.
   5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission.
   6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance.
   7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
   8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
   9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of

directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.

G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this AGREEMENT, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to the following.
   1. Withholding of payments to the CONTRACTOR under the AGREEMENT.
   2. Assessing of sanctions
   3. Assessing of liquidated damages.
   4. Disqualifying CONTRACTOR from future bidding as non-responsible.

H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Sections A through E and Section G in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

28. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to the following:

A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and cooperate with the STATE with regard to utilization of DBEs, using best efforts to ensure that DBEs shall have a level playing field when competing for subcontracted work under this AGREEMENT.

B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this AGREEMENT is executed. A DBE Implementation Agreement must be completed annually.

C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities, commitments, awards, and actual payments.

D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without the prior written approval of the substitute DBE from the STATE by either the Resident Engineer (RE), the Contract Manager, or the Caltrans DBE Liaison Officer (DEBELO). A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort shall be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g). Failure to obtain written consent from the STATE prior to terminating a DBE subcontractor shall be a material breach of this contract.

E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 et seq.).

F. The CONTRACTOR and its subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractors also comply with these requirements.

G. The "Federal Transit Administration Disadvantaged Business Enterprise Program Plan 2019" prepared by Caltrans applies to this AGREEMENT.

29. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49

CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

30. Special Section 5333(b) Warranty for 5311, 5311(f), CMAQ, and 5339 Programs. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit A of this AGREEMENT. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.

31. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work.
    A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and its subcontractors must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
    B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

32. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.

33. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC Section 6321 et seq.

34. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for any funds obtained as a consequence of this AGREEMENT.

35. Conflict of Interest.
    A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.
    B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this AGREEMENT shall have any personal financial interest or benefit which either directly or indirectly arises from this AGREEMENT.
    C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
    D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:

1. Using an official position for private gain;
2. Giving preferential treatment to any particular person;
3. Losing independence or impartiality; and/or
4. Adversely affecting the confidence of the public or local officials in the integrity of the program.

E. Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the AGREEMENT, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.

F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractors, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to the STATE of such interest, the STATE may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.

G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof."

H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

36. Lobbying.

A. If the CONTRACTOR's PROJECT exceeds $100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until the STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.

C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000 and that all subrecipients shall certify and disclose accordingly.

> "This certification is a material representation of facts upon which reliance was placed when this AGREEMENT was made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

37. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to

be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

38. Drug-Free Workplace. The CONTRACTOR certifies by signing this AGREEMENT that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

39. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this AGREEMENT, and any violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

40. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will:

A. Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323(f) and implementing regulations, and

B. Comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

41. Use of $1 Coins. As applicable, and to comply with Section 104 of the Presidential $1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing $1 coins.

42. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 et seq. and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.

43. Termination Clauses.
    A. Termination for Convenience. When it is in the STATE's best interest, the STATE reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
    B. Termination for Default.
        1. In the case of a default or a material breach of this contract, the STATE may exercise any or all of the remedies enumerated in Article II Section 5 or Article II Section 56 Subsection B Paragraph 1, as applicable.
        2. The STATE may terminate this AGREEMENT upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this AGREEMENT, has not billed within twelve (12) months of execution of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this AGREEMENT. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this AGREEMENT to the STATE's satisfaction, the STATE shall have the right to terminate the AGREEMENT without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
        3. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the PROJECT description in Exhibit A of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. If this AGREEMENT is subject to termination for default, the STATE reserves the right to seize vehicles or equipment procured under this AGREEMENT.
        4. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds $5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this AGREEMENT. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
        5. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any State liability to FTA or to others.
    C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
    D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

44. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this AGREEMENT informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this AGREEMENT or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE's authorized representative's

determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

45. Procurement.
    A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statue or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by the STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
    B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
    C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
    D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, the following provisions apply to all procurements:
        1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
        2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
        3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
        4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
        5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
        6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
        7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
        8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.
        9. In subcontracts exceeding $100,000, to comply with all applicable standards, orders, or regulations issued

pursuant to the Clean Air Act, as amended, 42 USC Section 7401 et seq. and federal Clean Water Act, as amended, 33 USC Section 1251 et seq. CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.

10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 et seq., and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94–163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512, including any notes thereto, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE and Federal government reserve a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR's failure to comply with all mandates shall constitute a material breach of this AGREEMENT.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
    a. CONTRACTOR's failure to have or follow its own protest procedures.
    b. CONTRACTOR's failure to review a complaint or protest.
    c. Violations of federal or state law or regulation.
18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
    a. Davis-Bacon Act (contracts over $2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding $2,000 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of $2,000 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
    b. Bonding. For contracts or subagreements exceeding $100,000, the following bonding requirements must be included.

i. Bid guarantee from each CONTRACTOR equivalent to five percent (5%) of the bid price
ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
iii. Payment bond in the amount of either fifty percent (50%) of the contract price if the contract price is not more than $1 million dollars, or forty percent (40%) of the contract price if the contract price is more than $1 million dollars

c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding $100,000 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed under a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.
20. Recycled Products. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

46. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, third-party contract modification or amendment documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the third-party contract. No third-party contract awards of any type shall be made without prior written approval from the STATE. No third-party contract modifications of any type shall be made without prior written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without prior written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
   A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
   B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publicly advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.
   C. At least twenty (20) business days prior to third-party contract modification or amendment implementation, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed modification or amendment.
   D. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under the PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
   E. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

47. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA

regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT. In the event any portion, term, condition or provision of this AGREEMENT should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.

48. Incorporation of FTA Terms. The provisions in this AGREEMENT include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the AGREEMENT. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.

49. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.

50. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. The STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from the STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.

51. Useful Life Standard. In accordance with the Award Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the STATE's EGM system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Manager, as applicable, if either factor is less than the value shown below.

TYPE OF EQUIPMENT	USEFUL LIFE STANDARD
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311/5339 Only)	10 years
Bus Shelters (5311/5339 Only)	10 years
Building Structures (5311/5339 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

52. Property Ownership and Relinquishment.
    A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and the STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this AGREEMENT is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
    B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
        1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this AGREEMENT to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
        2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
        3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.
        4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

53. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this AGREEMENT. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

54. Insurance.
    A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
    B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) days notice to CONTRACTOR.
    C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
    D. The STATE, its officers, employees, and agents shall be named as additional insured.
    E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
    F. The STATE will not be responsible for any premiums or assessments on the policy.
    G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
    H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of

insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.

J. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
   1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
   2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars ($1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
   3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

K. Non-Profit Agencies: The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:

1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars ($1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars ($1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

55. Excise Tax. The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this AGREEMENT. California may pay any applicable sales and use tax imposed by another state.

56. Potential Subcontractors.
   A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its third-party contractors is an independent obligation from the STATE's obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA. In particular, the following clauses regarding DBE Contract Assurance, DBE Participation Goal, Continued Compliance and Prompt Payment and Return of Retainage clauses apply to this AGREEMENT and shall be included in every subcontract or subaward made by the CONTRACTOR.

1. DBE Contract Assurance. The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:
   a. Withholding monthly progress payments;
   b. Assessing sanctions;
   c. Liquidated damages; and/or
   d. Disqualifying the CONTRACTOR from future bidding as non-responsive.
2. DBE Participation Goal. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is [XX]%. Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:
   a. If the offer meets the DBE contract goal, the offeror must include a completed ADM-0227F form.
   b. If the offer does not meet the DBE contract goal, the offeror must include a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form.
   c. The contractor shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the DBELO. The Awarding Agency may provide such written consent only if the contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the contractor shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.
   d. Awarding Agency shall notify the Caltrans DBE Liaison Officer (DBELO) in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.
3. Continued Compliance. The Awarding Agency shall monitor the Contractor's DBE compliance during the life of this contract and submit to the state a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.

E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of this AGREEMENT prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

57. Federal Prompt Payment and Return of Retainage.
    A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the contractor pay its subcontractors performing work satisfactorily completed related to this contract no later than seven (7) days after the contractor's receipt of payment for work from the Awarding Agency.
    B. Unless the approved project is for Construction, the contractor shall not hold retainage (withhold retention) from any subcontractor. The state shall not hold retainage from any contractor.
    C. If a dispute arises regarding Construction projects only, the contractor may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
    D. The contractor is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than seven (7) days after the contractor's receipt of payment for that work from the State. In addition, the contractor is required to return any retainage payment to any subcontractor within seven (7) days after the subcontractor's work related to this Agreement is satisfactorily completed.

58. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

59. Indemnification. Neither the STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this AGREEMENT. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless the STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this AGREEMENT.

60. DBE Forms Referenced Herein. Forms ADM-0312F and ADM-0227F that are named in Section 56 are maintained, used and supplied by the STATE. CONTRACTOR shall use and complete these forms as directed by the STATE. The STATE shall determine the schedule for reporting of required DBE information and the submittal of these DBE forms.

ARTICLE III
SPECIAL TERMS AND CONDITIONS

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on CONTRACTOR's behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Article I of this AGREEMENT and include a reference to the STATE's contract number as assigned to this AGREEMENT.

2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests are generally submitted through the STATE's EGM system.

3. Release of Title. While the STATE is lienholder of a vehicle, CONTRACTOR is obligated to provide periodic reporting as described in Article III, even if the PROJECT's ULS has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all steps in the Disposition process described in the preceding section are completed. The STATE solely determines whether the ULS has been achieved. ULS requirements are enumerated in Article II. The STATE may base its determination upon PROJECT mileage, PROJECT age or a combination of both. Upon determining the ULS has been achieved, the STATE shall release title to the CONTRACTOR. CONTRACTOR shall keep either PROJECT or proceeds from the sale of PROJECT in its public transportation program.

4. Complementary Paratransit Service. Any CONTRACTOR providing complementary paratransit service, certifies that it submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and has provided the STATE annual updates to its plan, as required by 49 CFR Part 37 Section 139(j).

5. Reporting Requirements. The CONTRACTOR must submit the following reports. Reporting shall be submitted no later than the date set by the STATE and submitted in a format designated by the STATE. The STATE may require reports be submitted through its EGM system. Late, inaccurate or non-reporting may result in the withholding of reimbursements and/or grounds for termination of the PROJECT or of this AGREEMENT.
   A. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S.C. 6101. If requested to do so by the STATE, CONTRACTOR shall submit required information by the date determined by the STATE to allow the STATE to timely fulfill its reporting obligations under FFATA.
   B. Milestone Reporting and Current Schedule. The CONTRACTOR shall submit an annual report of progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Milestone Reports are due no later than October 30. The STATE collects information regarding current PROJECT schedule, contemplated schedule changes and the reasons for such changes.
   C. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be in the format provided by the STATE, which may be available through the STATE's EGM system. For 5310 Program, this report shall include a narrative on PROJECT outcomes and a discussion of any program performance measures referenced in the APPLICATION.
   D. Program Specific Required Reports.
      1. 5311 Program (including 5311(f) and CMAQ) and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR annually shall submit their NTD data in a timely manner as directed by the STATE. This requirement applies to all subrecipients that also receive FTA 5307 funds.
      2. 5311 Program Operating Assistance Projects: Drug and Alcohol Management Information System (DAMIS) Reporting. CONTRACTOR shall submit their DAMIS data annually, as required by FTA.
      3. 5310 Program Capital and Mobility Management Projects: Bi-Annual Reporting. The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage, progress made on mobility management activities, or progress made on Local Procurement activities after each federal reporting period. The federal reporting periods run from October 1 through March 31; and from April 1 through September 30. Bi-Annual reports are due no later than April 30 and October 30 of each calendar year.
      4. 5310 Operating Assistance Reporting: Annual Reporting. The CONTRACTOR shall submit an annual report of

progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

6. Liability Insurance. In addition to Article II Section 53 Insurance, the following provisions shall also apply.
   A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
   B. Coverage must be in force for the complete term of this AGREEMENT. If insurance expires during the term of the AGREEMENT, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this AGREEMENT.
   C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this AGREEMENT upon the occurrence of such event, subject to the provisions of the AGREEMENT.
   D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
   E. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products liability completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $15,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $15,000,000 or $25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
   F. Non-Profit Agencies. The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $5,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.

####

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: January 17, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in the amount of $89,010.88 to purchase two Hybrid SUVs and make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.

Recommendation:
Staff recommends City Council

1) Adopt a resolution authorizing the City Manager or designee to approve a purchase order in the amount of $89,010.88 to purchase two Hybrid SUVs for Code Enforcement and Building Department Vehicle Replacement and make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and Adopted Annual Operating Budget for FY 2022-2023.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
Currently, the Code Enforcement Department is utilizing a 15-year-old pickup truck, and the Building Department needs to replace a 19-year-old pickup truck. Per Project No. 22008 in the approved Capital Improvement Plan Budget, both of these trucks are to be

replaced with hybrid SUVs, which will be more reliable and more fuel efficient than the current trucks they are replacing.

On July/August 2022, the City council approved the purchase of these vehicles thru Sourcewell. However, Sourcewell was not able to deliver the vehicles due to no inventory and production not catching up to demand.

Based on the Jim Burke Ford quote, there is a need for budget amendment#2 to increase the dollar amount by ($5,000.00) five thousand dollars. Vehicle prices remain high primarily due to customers paying more than the listed sticker price, the shortage of supply/microchips still impacting the market, and general inflation.

The budget amendment coming before the Council authorizes the City Manager to make monetary and administrative adjustments necessary to the FY 2022-2023 Capital Improvement Plan Project #22008 and the Adopted Annual Operating Budget.

Fiscal Impact:
This budget amendment#2 will increase $5,000.00 the budget for FY 22/23 CIP Project #22008. The following funding sources will increase the General Fund amount increase from $45,000 to $50,000.00, which will be matched with an SJVAPCD Voucher Grant of $40,000, a new total of $90,000.

Attachments:
1. Resolution
2. Jim Burke Ford Quotes

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: January 17, 2023

SUBJECT: Accept all bids for the Award of Well #13 Site Development Project Phase II and Adopt a Resolution authorizing the City Manager or his designee to enter into an agreement with Hartzell General Engineering Contractor, Inc. in the amount of $ 4,315,075.00 and authorize the City Manager or his designee execute contract change orders and make quantity adjustments to the contract in an amount not to exceed $50,000 and Find that this action is covered under the California Environmental Quality Act (CEQA) review performed by California High Speed Rail Authority (CHSRA) previously. No additional environmental review is required.

Recommendation:
Staff recommends the City Council

1) To accept all bids for the Award of Well #13 Site Development Project Phase II.

2) Adopt a Resolution authorizing the City Manager or his designee to enter into an agreement with Hartzell General Engineering Contractor, Inc. in the amount of $ 4,315,075.00.

3) Authorize the City Manager or his designee to execute contract change orders and make quantity adjustments to the contract in an amount not to exceed $50,000.

4) Find that this action is covered under the California Environmental Quality Act (CEQA) review performed by California High Speed Rail Authority (CHSRA) previously. No additional environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the CEQA and has determined that this action is covered under the California Environmental Quality Act (CEQA) review performed by California High Speed Rail Authority (CHSRA) previously. No additional environmental review is required.

Discussion:
Due to the ongoing high-speed rail project, relocation of the existing Municipal water well #9 was required. To facilitate the Well relocation, the High-Speed Rail Authority funded the purchase by the City of the proposed new well site. This 5-acre parcel is located on the east side of Wasco Avenue and south of Poso Avenue in Wasco (referred to as the "Booth property"). The first phase of the well relocation work on the Booth Property has been accepted by the city. This work included: drilling, digging, excavating the well, and installing the concrete casing.

The Well relocation requires a second phase of work that will be undertaken and completed by the City. The Phase 2 Well work shall include the purchase, construction, and installation of the permanent pump, all other necessary well equipment, equipment foundations, blockwork, an ancillary building for pumps and storage, site development, and any other work required to make Well #13 operational.

This project is associated with the site development and equipping of Well No. 13. The work includes but is not limited to the installation of a deep well turbine pump, motor, discharge piping, electrical and motor controls, masonry block, control building, drainage piping, conveyance piping, appurtenances, site improvements, SCADA system, backup generator, and Variable Frequency Drive (VFD) and other items that are required by typical construction and the City's standard specifications.

On December 21, 2022, the City of Wasco received three bids from the following contractors:

FIRM	BID TOTAL
Hartzell General Engineering Contractor, Inc.	$ 4,315,075.00
W.M. Lyles Co.	$ 4,336,437.00
Unified Field Services	$ 4,872,860.00

Hartzell General Engineering Contractor, Inc. submitted the lowest qualified bid and is recommended for the award of this project. See attached bid summary and recommendation for further detail.

The lowest bidder came in higher than anticipated. When a contingency is considered, the total costs associated with the site development can possibly total $4,365,075.00. The construction inspection and management will be performed by Dee Jaspar & Associates to provide daily inspection reports, compaction testing, concrete testing, electrical testing, assistance during start-up and testing, as-built drawings, and project close-out documents.

No water treatment is anticipated at this well site; however, this is subject to change based on water quality results and requirements once the well is online and part of the distribution system.

Fiscal Impact:
Consistent with Section 8 and subject to Section 15 of The Agreements between the City of Wasco and the California High-Speed Rail Authority, the City agreed to be responsible for implementing all site development and Well #13 commissioning, including all related

work, upon receipt of the Payment described at Section 14 which payment is made by the Authority in lieu of undertaking the work related to Well #13 itself. Initially, the City will incur costs related to this project out of the water capital outlay fund #31400-52040 to expedite the completion of this new well site.

Attachments:

1. Bid Summary
2. Resolution
3. Agreement

City of Wasco
Bid Results

Date: 12/21/2022

Bid Package-Project Description: WELL NO. 13 SITE DEVELOPMENT PROJECT

Company	Date Received	Time Received	Time Opened	Bid Proposals $	Addendum	Bid Bond
W.M. Lyles, Cco.	12/21/2022	1:56 PM	2:01 PM	$4,336,437.00	yes	yes
Unifed Field Services Corporation	12/21/2022	1:56 PM	2:04 PM	$4,872,860.00	yes	yes
Hartzell General Engineering Contractor, Inc	12/21/2022	1:58 PM	2:06 PM	$4,315,075.00	yes	yes

Esmeralda Ramirez
City of Wasco
Deputy City Clerk

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF WASCO APPROVING THE AGREEMENT WITH HARTZELL GENERAL ENGINEERING CONTRACTOR, INC.

WHEREAS, the City wishes to contract with Hartzell General Engineering Contractor, Inc to perform site development and equipping of Well #13 services; and

WHEREAS, the services provided are described in the Agreement found in Exhibit "A"; and

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

WHEREAS, Hartzell General Engineering Contractor, Inc and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

WHEREAS, Hartzell General Engineering Contractor, Inc shall provide to the City a Faithful Performance Bond and the Labor Materials Bond as required in the Agreement prior to the start of construction.

WHEREAS, Hartzell General Engineering Contractor, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of December 21, 2022

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Approves the Agreement with Hartzell General Engineering Contractor, Inc

SECTION 2: Authorizes the Mayor and the City Clerk to endorse the agreement.

SECTION 3: Authorizes the City Manager or his designee to execute contract change orders and make quantity adjustments to the contract in an amount not to exceed $50,000.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on January 17, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Vincent Martinez
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

CITY OF WASCO
AGREEMENT

THIS Agreement, made and entered into this _____ day of _____, 20___, by and between the CITY OF WASCO, hereinafter called "City", and HARTZELL GENERAL ENGINEERING CONTRACTOR, Inc hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the CITY OF WASCO, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Specifications Dated 2015 and Standard Plans Dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are entitled:

CITY OF WASCO
NOTICE TO CONTRACTORS & SPECIAL PROVISIONS
WELL NO. 13 SITE DEVELOPMENT PROJECT
IN
WASCO, CALIFORNIA

As used herein, the term "SPECIFICATIONS" shall refer to the Special Provisions for Project and the California Department of Transportation Standard Specifications Dated 2015 and Standard Plans Dated 2015 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, all of which are incorporated herein by this reference. Contractor shall, in accordance with the SPECIFICATIONS and drawings therefore, furnish at its own expense all labor, materials, equipment and services as required therefore, and to do everything required in this Agreement and the SPECIFICATIONS.

ARTICLE II. The City hereby employs said Contractor to perform the work according to the terms of this Agreement and the SPECIFICATIONS for price(s) named in Contractor's bid proposal (hereinafter "Proposal"), and agrees to pay the same at the time, in the manner, and upon the conditions set forth in the SPECIFICATIONS; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. It is expressly agreed by and between the parties hereto that should there by any conflict between the terms of this Agreement and the Proposal of said Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

ARTICLE IV. Contractor acknowledges that State or Federal funds may be utilized to assist in the funding of the construction required in this Agreement and agrees that any required terms, conditions or covenants related to said State or Federal funding not specifically made a part of this Agreement are hereby incorporated by this reference and shall be made a part of this Agreement.

ARTICLE V. Prior to starting construction under the terms of this Agreement, Contractor shall provide to the City a Faithful Performance Bond and the Labor Materials Bond, as required in the SPECIFICATIONS.

ARTICLE VI. Contractor and any subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or the work to be provided for hereunder. All parties shall make such materials available at their respective offices as required in the SPECIFICATIONS.

ARTICLE VII. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

ARTICLE VIII. The Contractor agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement, except such loss which was caused by the sole negligence or willful misconduct of the City. To the extent the foregoing is inconsistent with any other indemnification requirements in the SPECIFICATIONS, the inconsistent provisions in the SPECIFICATIONS are hereby superseded by the foregoing.

ARTICLE IX. In addition to any other insurance provisions required in the SPECIFICATIONS, Contractor shall provide insurance to the City as set forth in Exhibits [1, 1-A, 2, 3, 4, 6, 11]. If none of the foregoing Exhibits are attached, there are no other insurance provisions required.

ARTICLE X. The Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

ARTICLE XI. The City may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained or contained in the SPECIFICATIONS at the time and in the manner as required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Notwithstanding the foregoing, the City may terminate this Contract without cause in the manner described in Section 1-1.08.J in Section 1 of the "Specifications and Plans" in the Special Provisions.

ARTICLE XII. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.

ARTICLE XIII. Time is of the essence in this Agreement.

ARTICLE XIV. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto; and no oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

ARTICLE XV. The City, contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ARTICLE XVI. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

ARTICLE XVII. The Contractor agrees to comply with the State and Federal prevailing wage determinations (whichever is the higher of the two) in effect ten days prior to the bid opening of _____. These wage determinations and regulations are considered a part of this agreement.

ARTICLE XVIII. The Contractor agrees: (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; and (2) To furnish within 20 days following the date of loading for shipments originating with the United State or within 30 working days following the date of loading for shipments originating ouside the United States, a legible copy of a rated, 'onboard' commercial ocean bill-of-lading in English for each shipment of cargo described in this paragraph to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC, 20590; and (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

ARTICLE XIX. And the said Contractor agrees to receive and accept _____ as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the *CITY OF WASCO*, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

BY_____
Maria Martinez
City Clerk, City of Wasco

CITY OF WASCO, CALIFORNIA

_____
Vincent Martinez
Mayor, CITY OF WASCO

APPROVED AS TO FORM:

_____
City Attorney

"CONTRACTOR"

BY_____

_____
(Title)

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, Administrative Manager

DATE: January 17, 2023

SUBJECT: Adopt a Resolution Authorizing the City Manager or his designee to approve a Budget Amendment to Reallocate Funds in the amount of $37,000.00 to continue the payment for temporary staffing in the City Manager's Department

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Recommendation:
Staff recommends the City Council:

1) Adopt a Resolution Authorizing the City Manager or his designee to make a Budget Amendment to Reallocate Funds in the amount of $37,000.00 to continue the payment for temporary staffing in the City Manager's Department.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
Due to an unexpected staffing shortage and increased workload, the City Manager's department utilized temporary staffing that resulted in the need to request a budget amendment of $37,000.00 dollars in order to keep up with the ongoing efforts of providing timely responses for both the City Manager and Transit department.

The allocation of funds will be distributed to the City Manager's budget and the Transportation department.

Staff is recommending the approval of the Budget amendment.

Fiscal Impact:
The fiscal impact will be an increase to the City Manager's professional services totaling $29,600.00 and an increase to the Transit professional services totaling $7,400

Attachments:

1. Resolution

RESOLUTION NO. 2023 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING A BUDGET AMENDMENT TO REALLOCATE FUNDS IN THE AMOUNT OF $37,00.00 FOR TEMPORARY STAFFING

WHEREAS, the City wishes to continue the services of temporary staffing; and

WHEREAS, the City wishes to reallocate funds in the amount of $37,000.00; and,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager or his designee to approve a budget amendment to reallocate funds increasing the City Manager's professional services by $29,600.00 and the Transportation professional services by $7,400.00.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023-___ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on January 17, 2023 by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: January 17, 2023

SUBJECT: Conduct the Public Hearing and Adopt a Resolution Approving the 5-year water and sewer rate adjustment schedule for customers of record (property owners or tenants).

Recommendation:
Staff recommends the City Council to:

1) Receive reports from the City Manager and Staff
2) Conduct a public hearing to receive comments
3) Start the Tabulation process for the number of protest votes and report from the City Clerk
4) If tabulation is insufficient City Council can Adopt the Resolution; or
5) If tabulation is apparently sufficient, City Council will adjourn the item and schedule a date to complete the validation.
6) Find that this action is not a project as defined under the California Environmental Quality Act (CEQA) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required

Environmental Review:
The staff has reviewed the proposed activity for compliance with CEQA and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The staff has worked with Lechowicz + Tseng Municipal Consultants since October of 2021 to complete a rate study for the City's sewer and water rates and to identify the revenue necessary to fund expected expenses of current services as well as State Mandated water conservation measures. In order for the revenue to meet the expected needs, the rates will need to be adjusted to provide sufficient funding.

Rates are also proposed to be adjusted to recover costs more fairly from customers. Proposition 218 requires that utility rates be equitably assigned to customers based on how they use the water and sewer systems. The sewer rates have not been evaluated since 2007. The proposed sewer rates are based on a detailed analysis of estimated sewer flows over the past three years and pollutant loading. Residential customers are proposed to receive a sewer rate increase equal to about 2.7%. Sewer rate impacts for non-residential customers are varied. Some are proposed to receive increases, and some are proposed to receive decreases based on their use of the sewer system. For the assignment of sewer service charges, it is proposed that the middle school be charged the elementary school sewer rate. The middle school does not have showers and has wastewater flows similar to elementary school accounts.

Water rate structure changes are proposed for all customer classes. Currently, the City provides a large base allotment of water with a monthly meter fee. Use in excess of the allotment is charged the volume rate. It is proposed that over the next five years, the base allotment of water is gradually reduced to meet State mandates. Eventually, the base allotment will equal indoor efficient use for residential and commercial customers. The proposed rate change for February 1, 2023, consists of a decrease in the volume rate from $4.03 to $1.50 per hundred cubic feet (ccf) and an increase in the meter fees of $0.78 for costs related to the Sustainable Groundwater Management Act (SGMA). It should be noted that February 1 rate change includes the first step down in the gradual reduction in the base allotment. The base allotment for single-family residential customers is proposed to be reduced from 25 ccf to 21 ccf.

Charges for these services are property-related charges subject to Proposition 218 and a majority protest proceeding. On October 18, 2022, Council approved the mailing of notices to affected property owners and customers of record and called for a Public Hearing. Notices were mailed out to all the affected properties the first week of November. One written protest per parcel, filed by an owner or tenant of the parcel, shall be counted in calculating a majority protest to the proposed increase in rates. If no majority protest exists, Council may approve the resolution to adopt the proposed water and sewer rates set to start February 01, 2023.

On February 17, 2022, the City Council adopted Resolution No. 2022-3704 approving guidelines for submission and tabulation of protest, which is attached hereto this report for your reference.

The total of net parcels is 5567. In order to meet the majority of the protest, we must receive a total amount of 50% + 1, which is a total of 2784 protest letters.

This evening after the presentation, the City Council will conduct a public hearing and receive comments. After the comments have been heard, the City Council will close the public hearing and start the tabulation process. The City Clerk will tabulate the protest letters if the number of protests received is insufficient to constitute a majority protest; the City Clerk may announce the absence of a majority protest, in which case the protest process ends, and the City Council may adopt the resolution. If the City Clerk determines that an apparent majority protest has been received and will require additional time to validate the protests, she shall so advise the City Council, which may adjourn the item and schedule a date to complete the validation of the protest.

Fiscal Impact:
Adoption of the rate schedules will affect Water and Wastewater Enterprise revenues as projected in the rate study.

Attachments:

1. Resolution No. 2022- 3704 Guidelines and tabulation of protest
2. Resolution with Exhibit A Water and Sewer Rates
3. Proof of Publication

DocuSign Envelope ID: 6D4B3CD2-8E16-4888-A3E9-0FBF5ADF8B08

RESOLUTION NO. 2022 - 3704

A RESOLUTION OF THE CITY OF WASCO APPROVING GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN CONNECTION WITH ENTERPRISE RATE HEARINGS CONDUCTED PURSUANT TO ARTICLE XIIID, SECTION 6 OF THE CALIFORNIA CONSTITUTION

BE IT RESOLVED, by the City Council of the City of Wasco, California as follows:

WHEREAS, Article XIIID, Section 6 of the California Constitution requires the City Council to consider written protests to certain proposed increases to utility charges; and

WHEREAS, this constitutional provision does not offer specific guidance as to who may submit protests, how written protests are to be submitted, or how the City is to tabulate protests.

WHEREAS, upon adoption of this resolution, any and all resolutions, or rules or regulations of this City in conflict with it, shall be repealed and shall have no further force or effect. This resolution supersedes all prior resolutions of the City to the extent that such resolutions established guidelines for the submission and tabulation of protests in connection with rate hearings conducted by the City pursuant to Article XIIID, Section 6 of the California Constitution.

NOW IT IS, THEREFORE, RESOLVED by the City Council of the City of Wasco that when notice of a public hearing with respect to the adoption or increase of Enterprise Rate charges has been given by the City pursuant to Article XIIID, Section 6(a) of the California Constitution,the following shall apply:

SECTION 1: Definitions.

Unless the context plainly indicates another meaning was intended, the following definitions shall apply in the construction of these guidelines.

A. "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing.

B. "Record customer" and "customer of record" mean the person or persons whose name or names appear on the City records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account.

CITY OF WASCO
ORIGINAL

C. "Record owner" or "parcel owner" means the person or persons whose name or names appear on the County Assessor's latest equalized assessment roll as the owner of a parcel.

D. A "fee protest proceeding" is not an election, but the City Clerk will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

SECTION 2: Notice Delivery.

Notice of proposed rates and public hearing shall be as follows:

A. The City shall give notice of proposed charges via U.S. mail to all record owners andcustomers of record served by the City.

B. The City will post the notice of proposed charges and public hearing at its official posting sites.

SECTION 3: Protest Submittal.

A. Any record owner or customer of record who is subject to the proposed utility chargethat is the subject of the hearing may submit a written protest to the City Clerk, by:

(i) Delivery to the City Clerk's Office at 746 8th Street, Wasco, CA, 93280 during published business hours.

(ii) Mail to City Clerk at 746 8th Street, Wasco, CA 93280 or

(iii) Written protest can be submitted during the public hearing by placing protests in the City's Mailbox located at City Hall 746 8th street, Wasco Ca 93280 prior to the conclusion of the public hearing. Written protests submitted during the public hearing will be collected from the city hall mailbox and will be counted with the other protests received.

B. Protests must be received prior to the conclusion of the public hearing, including those mailed to the City. No postmarks will be accepted; therefore, any protest not physically received prior to the close of the public hearing, whether or not mailed prior to the close of the public hearing, shall not be counted.

C. Because an original signature is required, emailed, faxed and photocopied protests shall not be counted

CITY OF WASCO
ORIGINAL

D. Oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest; but the City Council; welcomes input from the community during the public hearing on the proposed charges.

SECTION 4: Protest Requirements.

A. A written protest must include:

(i) A statement that it is a protest against the proposed charge that is the subjectof the hearing.

(ii) Name of the record owner or customer of record who is submitting theprotest;

(iii) Identification of assessor's parcel number, street address, or utility accountnumber of the parcel with respect to which the protest is made;

(iv) Original signature and legibly printed name of the record owner or customer of record who is submitting the protest.

B. Protests shall not be counted if any of the required elements (i thru iv) outlined in the preceding subsection "A." are omitted.

SECTION 5: Protest Withdrawal.

Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn.

SECTION 6: Multiple Record Owners or Customers of Record.

A. Each record owner or customer of record of a parcel served by the City may submit a protest. This includes instances where:

(i) A parcel is owned by more than one record owner or more than one nameappears on the City's records as the customer of record for a parcel, or

(ii) A customer of record is not the record owner, or

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(iii) A parcel includes more than one record customer, or

(iv) Multiple parcels are served via a single utility account, as master-metered multiple-family residential units.

B. Only one protest will be counted per parcel as provided by Government Code Section 53755(b).

SECTION 7: Transparency, Confidentiality, and Disclosure.

A. To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of record owners and customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.

B. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law, and will be maintained in City files for two years.

SECTION 8: City Clerk.

The City Clerk shall not accept as valid any protest if he or she determines that any of the following is true:

A. The protest does not state its opposition to the proposed charges.

B. The protest does not name the record owner or record customer of the parcel identified in the protest as of the date of the public hearing.

C. The protest does not identify a parcel served by the City that is subject to the proposed charge.

D. The protest does not bear an original signature of the named record owner of, or record customer with respect to, the parcel identified on the protest.

E. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the charges.

F. The protest was not received by the City Clerk before the close of the public hearing on the proposed charges.

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G. A written request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

SECTION 9: City Clerk's Decisions Final.

The City Clerk's decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.

SECTION 10: Majority Protest.

A. A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of, or customers of record with respect to, a majority (50% plus one) of the parcels subject to the proposed charge.

B. While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels within the city limits plus parcels with active customer accounts (affected by the proposed service charges) served by the City outside the city limits on the date of the hearing shall control in determining whether a majority protest exists.

SECTION 11: Tabulation of Protests.

At the conclusion of the public hearing, the City Clerk shall tabulate all protests received, including those received during the public hearing However, no attempt will be made to validate the protest letters received only to establish whether the potential number of protests received is insufficient to constitute a majority protest.

SECTION 12: Report of Tabulation.

If the number of protests received is insufficient to constitute a majority protest, the City Clerk may announce the absence of a majority protest in which case the protest process ends.

If the City Clerk determines that an apparent majority protest has been received and will require additional time to validate the protests, he or she shall so advise the City Council, which may adjourn the meeting to allow the validation to be completed on another day or days.

The City Council shall declare the time and place of validation, which shall be conducted in a place where interested members of the public may observe the validation. The City Clerk shall ensure the tabulated protests are sealed and secured until the validation can occur.

SECTION 13: This resolution will become effective immediately upon adoption.

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-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - 3704 was passed and adopted by the Council of the City of Wasco at a special meeting thereof held on February 17, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:	REYNA,PALLARES,GARCIA,LYNCH,MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

DocuSigned by:
C5DE139539F34A0...

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: 2/22/2022

DocuSigned by:
290AD08E8EDD40F...

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

CITY OF WASCO
ORIGINAL

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE SEWER AND WATER FIVE-YEAR RATE SCHEDULE FOR CUSTOMERS OF RECORD (PROPERTY OWNER OR TENANT)

WHEREAS, the City Council held a Council Meeting on October 18, 2022, to discuss the findings and recommendations provided by Lechowicz + Tseng Municipal Consultants.

WHEREAS, On October 18, 2022, Council approved the mailing of notices to affected property owners and customers of record and called for a Public Hearing

WHEREAS, the Five-Year Rate Schedule provided is described and found in Exhibit "A"; and

WHEREAS, the City Council held a Council Meeting on December 20, 2022, extending the public hearing date to January 17, 2023, and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Approves the proposed Sewer and Water five-year rate schedule, Inc

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on January 17, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

TABLE 1: Proposed Monthly Water Rates

			PROPOSED Service Fees									
			February 1, 2023		July 1, 2023		July 1, 2024		July 1, 2025		July 1, 2026	
Use Category	**Current Monthly Base Volume (ccf)**	**Minimum Service Fee**	**Base Volume**	**Minimum Service Fee**	**Base Volume**	**Minimum Service Fee**	**Base Volume**	**Minimum Service Fee**	**Base Volume**	**Minimum Service Fee**	**Base Volume**	**Minimum Service Fee**
Single Family Residential	25	$28.60	21	$29.38	17	$27.55	13	$25.72	10	$23.89	7	$20.23
Multi-Family Residential, 2 Units	30	$34.32	25	$35.10	21	$33.07	17	$31.04	13	$29.01	9	$24.93
Multi-Family Residential, 3-4 Units	45	$51.48	39	$52.26	33	$50.55	27	$48.84	22	$47.13	17	$43.73
Multi-Family Residential, 5-8 Units	70	$80.08	62	$80.86	54	$79.54	46	$78.22	38	$76.90	30	$74.28
Multi-Family Residential, 9-20 Units	120	$137.27	106	$138.05	92	$134.70	78	$131.35	64	$128.00	50	$121.28
Multi-Family Residential, 21-40 Units	300	$343.17	270	$343.95	240	$346.42	210	$348.89	180	$351.36	150	$356.28
Multi-Family Residential, 41+ Units	300	$343.17	270	$343.95	240	$346.42	210	$348.89	180	$351.36	150	$356.28
Commercial	20	$22.88	17	$23.66	14	$22.03	11	$20.40	8	$18.77	5	$15.53
General	30	$34.32	25	$35.10	20	$32.13	15	$29.16	11	$26.19	7	$20.23
Industrial	120	$137.27	106	$138.05	92	$134.70	78	$131.35	64	$128.00	50	$121.28
Institutional	120	$137.27	106	$138.05	92	$134.70	78	$131.35	64	$128.00	50	$121.28
Irrigation	80	$91.52	70	$92.30	60	$89.64	50	$86.98	40	$84.32	32	$78.98
ALL CUSTOMERS - Volume Rate for Use Over Base Volume ($/ccf)		**$4.03**		**$1.50**		**$1.81**		**$2.12**		**$2.43**		**$2.72**

ccf – one hundred cubic feet; one ccf = 748 gallons

Drought rates $/ccf (minimum service fees and base volumes remain the same)

Drought Stage	**February 1, 2023**	**July 1, 2023**	**July 1, 2024**	**July 1, 2025**	**July 1, 2026**
20% Water Cutback	$1.78	$2.14	$2.51	$2.88	$3.22
30% Water Cutback	$1.97	$2.38	$2.79	$3.20	$3.58
40% Water Cutback	$2.23	$2.70	$3.16	$3.62	$4.05

TABLE 2: Proposed Monthly Sewer Rates

Customer Category	Current	PROPOSED				
		February 1, 2023	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
Single-Family Residences	$23.78	$24.43	$25.08	$25.73	$26.38	$27.05
Apartment/Mobile Home Park (per dwelling unit)	$23.78	$24.43	$25.08	$25.73	$26.38	$27.05
Bakery, Theater, and Deli	$58.44	$58.79	$59.14	$59.49	$59.84	$60.19
Ball Park	$8.71	$9.29	$9.87	$10.45	$11.03	$11.60
Barber and Beauty Shops	$34.68	$14.92	$15.30	$15.69	$16.09	$16.50
Bars (without dining)	$75.91	$11.11	$11.39	$11.68	$11.98	$12.29
Car Wash	$92.34	$94.20	$96.06	$97.92	$99.78	$101.64
Churches	$15.29	$15.86	$16.27	$16.69	$17.12	$17.56
Commercial Cleaners	$129.96	$57.98	$59.47	$60.99	$62.55	$64.15
Convenience Store	$17.26	$20.68	$24.10	$27.52	$30.94	$34.36
Doctor and Dentist Offices	$30.35	$34.80	$39.25	$43.70	$48.15	$52.59
Food Market (per 1,000 sq ft)	$7.88	$8.03	$8.18	$8.33	$8.48	$8.63
Hospitals (per bed)	$15.29	$15.86	$16.27	$16.69	$17.12	$17.56
Laundromats	$298.70	$327.55	$356.40	$385.25	$414.10	$442.93
Meeting or Convention Halls	$8.71	$9.29	$9.87	$10.45	$11.03	$11.60
Mortuaries						
(a) with embalming facilities	$86.67	Proposed to be eliminated				
(b) without embalming facilities	$8.71	$9.29	$9.87	$10.45	$11.03	$11.60
Motion Picture Theaters	$58.44	$58.79	$59.14	$59.49	$59.84	$60.19
Office Buildings (each office unit)	$8.71	$9.29	$9.87	$10.45	$11.03	$11.60
Park (w/ wading pool)	$15.29	$15.86	$16.27	$16.69	$17.12	$17.56
Pool Halls	$58.44	$11.11	$11.39	$11.68	$11.98	$12.29
Printing and Publishing	$13.17	Proposed to be eliminated				
Auto Repair Shops and Service Stations						
(a) without wash racks	$30.35	$8.18	$8.39	$8.61	$8.83	$9.06
(b) with wash racks	$69.41	$17.25	$17.69	$18.14	$18.60	$19.08
Restaurants	$166.61	$167.36	$168.11	$168.86	$169.61	$170.35
Retail Shop	$8.71	$10.48	$10.75	$11.03	$11.31	$11.60
Schools (per avg daily attendance; charged annually)						
(a) grammar	$9.02	$9.12	$9.22	$9.32	$9.42	$9.52
(b) high school/~~junior high school~~	$10.91	$11.11	$11.31	$11.51	$11.71	$11.92
Public Swimming Pool	$0.83	Proposed to be eliminated				
Potato Shed	$1.07	Proposed to be eliminated				
Septage Receiving Station	$91.50	Proposed to be eliminated				

TABLA 1: TARIFAS MENSUALES DEL AGUA PROPUESTAS

			Tarifas de Servicio PROPUESTAS									
			Febrero 1, 2023		Julio 1, 2023		Julio 1, 2024		Julio 1, 2025		Julio 1, 2026	
Categoría de Uso	**Volumen Base Mensual Actual (ccf)**	**Tarifa Mínima de Servicio**	**Volumen Base**	**Tarifa Mínima de Servicio**	**Volumen Base**	**Tarifa Mínima de Servicio**	**Volumen Base**	**Tarifa Mínima de Servicio**	**Volumen Base**	**Tarifa Mínima de Servicio**	**Volumen Base**	**Tarifa Mínima de Servicio**
Residencial Unifamiliar	25	$28.60	21	$29.38	17	$27.55	13	$25.72	10	$23.89	7	$20.23
Residencial Multifamiliar, 2 Unidades	30	$34.32	25	$35.10	21	$33.07	17	$31.04	13	$29.01	9	$24.93
Residencial Multifamiliar, 3-4 Unidades	45	$51.48	39	$52.26	33	$50.55	27	$48.84	22	$47.13	17	$43.73
Residencial Multifamiliar, 5-8 Unidades	70	$80.08	62	$80.86	54	$79.54	46	$78.22	38	$76.90	30	$74.28
Residencial Multifamiliar, 9-20 Unidades	120	$137.27	106	$138.05	92	$134.70	78	$131.35	64	$128.00	50	$121.28
Residencial Multifamiliar, 21-40 Unidades	300	$343.17	270	$343.95	240	$346.42	210	$348.89	180	$351.36	150	$356.28
Residencial Multifamiliar, 41+ Unidades	300	$343.17	270	$343.95	240	$346.42	210	$348.89	180	$351.36	150	$356.28
Comercial	20	$22.88	17	$23.66	14	$22.03	11	$20.40	8	$18.77	5	$15.53
General	30	$34.32	25	$35.10	20	$32.13	15	$29.16	11	$26.19	7	$20.23
Industrial	120	$137.27	106	$138.05	92	$134.70	78	$131.35	64	$128.00	50	$121.28
Institucional	120	$137.27	106	$138.05	92	$134.70	78	$131.35	64	$128.00	50	$121.28
Irrigación	80	$91.52	70	$92.30	60	$89.64	50	$86.98	40	$84.32	32	$78.98
TODOS LOS CLIENTES – Tarifa de Volumen por Uso Sobre Volumen Base ($/ccf)		**$4.03**		**$1.50**		**$1.81**		**$2.12**		**$2.43**		**$2.72**

ccf – cien pies cúbicos; un ccf = 748 galones

Tasas de sequía $/ccf (las tarifas mínimas de servicio y los volúmenes base siguen siendo los mismos)

Etapa de sequia	**Febrero 1, 2023**	**Julio 1, 2023**	**Julio 1, 2024**	**Julio 1, 2025**	**Julio 1, 2026**
20% Reducción de Agua	$1.78	$2.14	$2.51	$2.88	$3.22
30% Reducción de Agua	$1.97	$2.38	$2.79	$3.20	$3.58
40% Reducción de Agua	$2.23	$2.70	$3.16	$3.62	$4.05

TABLA 2: Tarifas Mentales Propuestas del Alcantarillado

Categoría del Cliente	Actual	PROPUESTO				
		Febrero 1, 2023	Julio 1, 2023	Julio 1, 2024	Julio 1, 2025	Julio 1, 2026
Residencias Unifamiliares	$23.78	$24.43	$25.08	$25.73	$26.38	$27.05
Apartamento/ Parque de Casas Móviles (por unidad de vivienda)	$23.78	$24.43	$25.08	$25.73	$26.38	$27.05
Panadería, Teatro, y Delicatessen	$58.44	$58.79	$59.14	$59.49	$59.84	$60.19
Estadio de Beisbol	$8.71	$9.29	$9.87	$10.45	$11.03	$11.60
Peluquerías y Salones de Belleza	$34.68	$14.92	$15.30	$15.69	$16.09	$16.50
Bares (sin comedor)	$75.91	$11.11	$11.39	$11.68	$11.98	$12.29
Lavados de Autos	$92.34	$94.20	$96.06	$97.92	$99.78	$101.64
Iglesias	$15.29	$15.86	$16.27	$16.69	$17.12	$17.56
Limpiadores Comerciales	$129.96	$57.98	$59.47	$60.99	$62.55	$64.15
Tiendas de Conveniencia	$17.26	$20.68	$24.10	$27.52	$30.94	$34.36
Oficinas Medicas y Dentales	$30.35	$34.80	$39.25	$43.70	$48.15	$52.59
Mercado de Comida (por 1,000 pies cuadrados)	$7.88	$8.03	$8.18	$8.33	$8.48	$8.63
Hospitales (por cama)	$15.29	$15.86	$16.27	$16.69	$17.12	$17.56
Lavanderías	$298.70	$327.55	$356.40	$385.25	$414.10	$442.93
Salones de Juntas o Convenciones	$8.71	$9.29	$9.87	$10.45	$11.03	$11.60
Funerarias						
(a) con instalaciones de embalsamiento	$86.67	Propuesto para ser eliminado				
(b) sin instalaciones de embalsamiento	$8.71	$9.29	$9.87	$10.45	$11.03	$11.60
Salas de Cine	$58.44	$58.79	$59.14	$59.49	$59.84	$60.19
Edificios de Oficinas (cada unidad de oficina)	$8.71	$9.29	$9.87	$10.45	$11.03	$11.60
Parques (con piscina infantil)	$15.29	$15.86	$16.27	$16.69	$17.12	$17.56
Salas de Billar	$58.44	$11.11	$11.39	$11.68	$11.98	$12.29
Imprenta y Publicación	$13.17	Propuesto para ser eliminado				
Talleres de Reparación de Autos y Estaciones de Servicios						
(a) sin cestos de lavado	$30.35	$8.18	$8.39	$8.61	$8.83	$9.06
(b) con cestos de lavado	$69.41	$17.25	$17.69	$18.14	$18.60	$19.08
Restaurantes	$166.61	$167.36	$168.11	$168.86	$169.61	$170.35
Tienda al por Menor	$8.71	$10.48	$10.75	$11.03	$11.31	$11.60
Escuelas (por promedio de asistencia diaria; cobrado anualmente)						
(a) Primaria	$9.02	$9.12	$9.22	$9.32	$9.42	$9.52
(b) Preparatoria/~~secundaria~~	$10.91	$11.11	$11.31	$11.51	$11.71	$11.92
Piscinas Publicas	$0.83	Propuesto para ser eliminado				
Cobertizo de Papas	$1.07	Propuesto para ser eliminado				
Estación Receptora de Sépticos	$91.50	Propuesto para ser eliminado				

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, City Clerk

DATE: January 17, 2023

SUBJECT: Reorganization of City Council Committee Assignments.

Recommendation:
Staff recommends the City Council

1) Reorganize committees as deemed appropriate

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
Since the reorganization of the City Council members, there are vacant seats on various ad-hoc committees. Staff is recommending reorganizing the committees as deemed appropriate.

The following list are Committees created by the City Council:

- Interviewers for the recruitment of the Boards and Commission (Garcia, Pallares)
- Legislative Bill Introductions from League of California Cities (Martinez, Reyna)
- Wasco Community Task Force (Reyna, Martinez)
- Illegal Fireworks Committee (Reyna, Lynch)

The following list from other agencies requesting cities representatives:

- Kern Council of Governments (Kern COG)- (Reyna Member, Garcia alternate)
- City Selection Committee – (Reyna Member, Vacant Alternate)
- San Joaquin Valley Air Pollution Control District Special City Selection Committee- (Garcia Member, Martinez Alternate)
- Kern Economic Development Corporation (Kern EDC)- (Garcia Member)

Fiscal Impact: None

Attachments: None

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: January 17, 2023

SUBJECT: Adopt a Resolution amending the Sewer Rates for the Wasco Elementary Union School District Middle Schools from High School rates to Elementary rates.

Recommendation:
Staff recommends the City Council

1) Adopt a Resolution amending the Sewer Rates for the Wasco Elementary Union School District Middle Schools from High School rates to Elementary rates.

2) Find that this action is not a project as defined under the California Environmental Quality Act (CEAQ) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the CEQA and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity that does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
Currently, the City has two rate categories for sewer charges for school customers. An annual rate of $9.02 per average daily attendance (ADA) for grammar schools and $10.91 per ADA for middle and high schools. The City is considering sewer rate adjustments as proposed by the rate consultant Lechowicz + Tseng (L&T) Municipal Consultants. School rates are proposed to increase, and the middle/high school rate is proposed to increase to a greater extent than the elementary school rate.

L&T reviewed multiple factors to estimate the schools' wastewater discharge to apportion rates. Except for large industrial customers, wastewater flow is not metered, so other methods must be developed to estimate flows. A common method is to use winter

water use as a proxy for sewer flows. During the winter, most customers are not consuming water for outdoor irrigation, and all metered water use is assumed to be used indoors and flow into the sewer system. L&T and Staff reviewed the schools' number of meters and water usage data. The schools do not have dedicated irrigation meters, and it is difficult to isolate indoor water usage from outdoor irrigation of ballfields. Ultimately, L&T estimated elementary school flows at 8 gallons per student per day, and middle/junior high/high school flows at 10 gallons per student per day based on typical flows of other cities.

Since submitting the final rate study report to the City, L&T was made aware that the Wasco middle school does not have showers available for its students and has sewer flows more closely in-line with elementary schools than high schools. It is therefore recommended that the middle school be charged the elementary school sewer rate.

The middle school typically pays its annual sewer bill in October or November. Thus, the first proposed sewer rate adjustment (effective February 1, 2023, to June 30, 2023) would not apply. Based on the proposed rates effective July 1, 2023, the difference between the high school rate and the elementary school rate is $2.09 per ADA. Applied to 775 middle school students, the revenue difference to the City in Fiscal Year 2023/24 is about $1,620 or about 0.06% of total estimated Sewer Fund revenues. The amount of forfeit revenue will increase slightly as the school rates increase through July 1, 2026, but the impacts are negligible to the total revenue of the Sewer Fund.

	Current Charge ($/ADA/YR)	**February 1, 2023 Proposed Charge ($/ADA/YR)**	**July 1, 2023 Proposed Charge ($/ADA/YR)**	**July 1, 2024 Proposed Charge ($/ADA/YR)**	**July 1, 2025 Proposed Charge ($/ADA/YR)**	**July 1, 2026 Proposed Charge ($/ADA/YR)**
Elementary	$9.02	$9.12	$9.22	$9.32	$9.42	$9.52
High	$10.91	$11.11	$11.31	$11.51	$11.71	$11.92

Fiscal Impact:
An estimated decrease of $1,620 in FY 2023-2024 enterprise revenue.

Attachments:
1. Resolution with Exhibit

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AMENDING THE SEWER RATES FOR THE WASCO ELEMENTARY UNION SCHOOL DISTRICT MIDDLE SCHOOLS FROM HIGH SCHOOL RATES TO ELEMENTARY RATES

WHEREAS, the City of Wasco has two rate categories for sewer charges for school customers. An annual rate of $9.02 per average daily attendance (ADA) for elementary schools and $10.91 per ADA for middle and high schools.; and

WHEREAS, the City of Wasco School rates are proposed to increase, and the middle/high school rate is proposed to increase to a greater extent than the elementary school rate; and

WHEREAS, the City rate study estimated elementary school flows at 8 gallons per student per day and middle/high school flows at 10 gallons per student per day based on typical flows of other cities; and

WHEREAS, the City was made aware that the Wasco middle school does not have showers available for its students and has sewer flows more closely in-line with elementary schools than high schools

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wasco approves amending the sewer rates for the Wasco Elementary Union School District Middle Schools from High School Rates to Elementary Rates attached hereto as exhibit "A"

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I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on January 17, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Vincent Martinez
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

Exhibit A

	Current Charge ($/ADA/YR)	February 1, 2023 Proposed Charge ($/ADA/YR)	July 1, 2023 Proposed Charge ($/ADA/YR)	July 1, 2024 Proposed Charge ($/ADA/YR)	July 1, 2025 Proposed Charge ($/ADA/YR)	July 1, 2026 Proposed Charge ($/ADA/YR)
Elementary	$9.02	$9.12	$9.22	$9.32	$9.42	$9.52
High	$10.91	$11.11	$11.31	$11.51	$11.71	$11.92

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charlie Fivecoat, Chief of Police

DATE: January 17, 2023

SUBJECT: Adopt A Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Blue Light Solutions to Provide Peace Officer Standards and Training (POST) Background Investigations for Peace Officers and Public Safety Dispatchers, and other positions.

Recommendation:
Staff recommends the City Council:

1) adopt a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Blue Light Solutions to Provide Peace Officer Standards and Training (POST) Background Investigations for Peace Officers and Public Safety Dispatchers, and other positions.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The City of Wasco City Council approved the Employment Agreement for Chief Fivecoat on December 6th, 2022. With the onboarding of Chief Fivecoat, Staff identified that in order to qualify for POST standards for California law enforcement, the City would need the services of a qualified POST Law Enforcement Background Investigator. The City established a Professional Services Agreement with one such investigator but Staff

anticipates start-up recruitment levels may exceed a single investigator's volume capabilities. A second investigation firm is recommended.

POST regulatory standards require POST Law Enforcement Background Investigations to meet the following criteria.

> Government Code §1031 requires a pre-employment background investigation for peace officers; this requirement is further defined in Commission Regulation 1953. Similarly, Penal Code §13510 authorizes POST to establish minimum standards for public safety dispatchers; those standards — including a background investigation — are defined in Commission Regulations 1956-1960.

Blue Line Solutions is a California Corporation, their team has a combined 100+ years in criminal and administrative investigations. They have investigated every imaginable criminal offense, leading to thousands of criminal convictions. The company offers a unique top to bottom perspective of law enforcement and public sector organizations from all levels of a public safety organization. Blue Line Solutions is comprised of subject matter experts in de-escalation, strategic/tactical communication, crisis negotiations, drugs & controlled substances, active shooter prevention and response, and survival mindset. Richard has managed the Kern County Sheriff's Office Special Investigations Division, which includes two narcotic units – the California Multi-jurisdictional Methamphetamine Enforcement Team (Cal-MMET) and the Southern Tri-County High Intensity Drug Trafficking Area (STC-HIDTA), and two gang units. He also served as the STC-HIDTA federal drug task force commander for two years. He was a Hostage Negotiator for seven years and the commander of the SWAT team for two years. Reed Lovan went to the University of Santa Barbara after high school and earned a spot on the Division 1 Men's Gymnastics team coached by former Romanian Men's National Team Coach Mircea Badulescu. Reed was an honor graduate of United States Marine Corps Officer Candidates School Platoon Leaders Class Jr. before he went into business as an owner/operator of Stars Gymnastics Training Center in Bakersfield.After the events of 9/11, Reed felt compelled to serve in law enforcement. He completed the Extended Format Academy taught by the Kern County Sheriff's Office (KCSO) and became a reserve deputy. Shortly after becoming a reserve deputy, Reed was driven to pursue a career in law enforcement. He was hired full time by the Kern County Sheriff's Office in 2005. Since then, Reed has served in the Transportation unit, Metro Patrol, McFarland Contract City, the Delano Substation, The Special Investigations Division (Kern Narcotic Enforcement Team), Detectives Section, Glennville Substation, and promoted to the rank of Sergeant.

Blue Line Solutions' services include investigatory services by completing thorough and complete background investigations in a timely manner and identifying the most qualified personnel for the City of Wasco Police Department. All background investigations will be completed following California POST guidelines and dimensions. Blue Line Solutions is confident they can provide the needed background investigation in a timely manner.

Fiscal Impact:
Fiscal Impact is equivalent to the rate plan per requested investigation, multiplied by the number of investigations requested. The Police Department start-up budget, previously approved by Council, is sufficient to cover expenses associated with the approval of this item.

Attachments:
1. Resolution

2. Agreement with Exhibit A

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BLUE LINE SOLUTIONS TO PROVIDE PEACE OFFICER STANDARDS AND TRAINING (POST) BACKGROUND INVESTIGATIONS FOR PEACE OFFICERS AND PUBLIC SAFETY DISPATCHERS, AND OTHER POSITIONS.

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the recruitment and hiring of law enforcement staff.

WHEREAS, Government Code §1031 requires a pre-employment background investigation for peace officers; this requirement is further defined in Commission Regulation 1953. Similarly, Penal Code §13510 authorizes POST to establish minimum standards for public safety dispatchers; those standards — including a background investigation — are defined in Commission Regulations 1956-1960.

WHEREAS, In order to qualify for Peace Officer Standards and Training (POST) standards for California law enforcement, the City will need the services of a qualified POST Law Enforcement Background Investigator.

WHEREAS, Blue Line Solutions is a California Limited Liability Corporation that offers its clients over 100 years of law enforcement and investigative experience held by and between the principal partners of the agency. Blue Line Solutions is qualified to provide POST Background Investigations for Peace Officers and Public Safety Dispatchers, and other positions.

WHEREAS, Blue Line Solutions proposes to provide POST Background Investigation services to the City under a professional services agreement subject to the final approval of the City Manager and City Attorney.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: the City Council of the City of Wasco authorizes the City Manager or designee to finalize and execute a professional service agreement with Blue Line Solutions to provide POST Background Investigation Services.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on January 17, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

Master Services Agreement

This Master Services Agreement (the "MSA") is made and entered into by and between Blue Line Solutions ("Service Provider") and the City of Wasco ("the Client"), (each a "Party" and collectively the "Parties") as of this ___ day of December, 2022 (the "Effective Date").

By signing this MSA, the Parties agree as follows:

1. MSA Terms

This MSA sets forth basic terms that will apply to Service Provider's performance of services during the term of this MSA.

2. Scope of Services

Service Provider will provide services and materials and otherwise do all things necessary for or incidental to the performance of services ("Services") as described in a Statement of Work ("SOW"). A SOW may add additional Services and obligations of the Parties and include additional legal terms and conditions. If either Party requires a purchase order number on invoices, it is understood and agreed that the purchase order is only an accounting document and does not in any way modify, add to, or delete any of the terms and conditions of this MSA or any SOW. **Exhibit A** is the initial SOW and is incorporated herein by this reference.

3. Fees and Payment

Service Provider's fees and costs for the Services will be as provided in a SOW. The Client will pay invoices from Service Provider for the Services within 30 days of receipt of invoice. All invoices or invoice disputes must be sent to the address provided in Section 23 below to receive timely payment.

If, for any reason, the Client disputes the performance of the Services or the applicable fees, the Client will (a) promptly pay all undisputed fees and (b) provide a detailed description of the nonconforming Services or disputed fees sufficient for the Parties to discuss and make a good faith attempt to resolve the dispute ("Invoice Dispute"). If the Client does not make payment or issue an Invoice Dispute within 60 days, Service Provider may provide the Client with 10 days' written notice of non-payment, after which, if the failure to pay or issue an Invoice Dispute is not cured, Service Provider may suspend performance of all Services until SERVICE PROVIDER either (i) makes payment or (ii) issues a sufficiently detailed Invoice Dispute.

Unless stated otherwise, Service Provider will bear sole responsibility for all expenses incurred in connection with the performance of Services. If the Client is requested by Service Provider to reimburse Service Provider for any of its travel and out-of-pocket expenses ("Expenses"), the Client agrees to comply with each of the Service Provider's travel and reimbursement policies for Service Providers, whether formal or informal. Any policy waivers or exceptions must be confirmed in writing by Service Provider before the Client incurs the expense. Service Provider also agrees to provide the Client with advance notice and estimated anticipated Expenses and to invoice the Client at Service Provider's cost and/or IRS-approved rates where applicable and provide copies of original receipts.

4. Confidentiality

All documents, reports, data, disclosures, plans, and other information of any nature and description, which the Service Provider, its affiliates, agents, or customers supply to the Client or which Service Provider discovers or develops in performance of the Services is deemed confidential ("Confidential Information"). Confidential Information includes, but is not limited to, the Service Provider's trade secrets, proprietary information, business plans, business development initiatives and models, financial statements, budgets, costs, income, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, and any other information or documents in any format including, but not limited to, oral, electronic, and written. The Client must not disclose any Confidential Information to any third party without prior written authorization from SERVICE PROVIDER, except to the extent that information is in the public domain, was in the Client's possession prior to disclosure to, discovery by, or development by Service Provider related to the Service or this MSA or Service Provider is required by law. Service Provider agrees not to use Confidential Information for personal, commercial, or proprietary advantage or profit. Service Provider will take all appropriate steps to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft. This confidentiality requirement shall continue indefinitely and shall survive the expiration or termination of the MSA.

5. Employment of Contracting Personnel/Non-Solicitation

Service Provider agrees that while it is providing Services pursuant to this MSA, and for twelve (12) months after Service Provider ceases to provide Services for any reason, Service Provider will not attempt, directly or indirectly, for itself or others, to recruit, solicit, or refer and will not hire or contract with, as an independent contractor or otherwise, any

person who is employed by or under contract with the Client or an affiliate or customer of the Client's to perform services the same as or similar to the Services without prior written consent of the Client. In the event that Service Provider takes action that is prohibited above without written consent of the Client, Service Provider shall be required to pay the Client a placement fee of the greater of 35% of the individual's first year's annual salary OR 25% of the individuals projected annual gross billings using 245 billing days/year for full time or 130 billing days/year for part time immediately and in full. Should Service Provider determine that it will hire a party, without written consent of the Client, who was introduced to Service Provider through the Client or an affiliate or customer of the Client after the term of the MSA, but for a period of less than one year following the termination of the MSA, Service Provider shall be required to pay the Client a placement fee of the greater of 20% of the individual's first year's annual salary OR 15% of the individuals projected annual gross billings using 245 billing days/year for full time or 130 billing days/year for part time immediately and in full.

6. Non-Solicitation of the Client's Customers

Service Provider agrees that, beginning immediately and continuing until the date that the MSA terminates for any reason, Service Provider will not attempt, directly or indirectly, for itself or others, to recruit, solicit, any of the Client's customers within the scope of the SOW.

7. Term and Termination

The term of this MSA will be from the Effective Date until terminated by either Party on 30 days' written notice; provided, however, that no termination will affect obligations incurred under this MSA before termination or which, by their nature, extend beyond the term.

8. Work and Labor

Service Provider agrees to observe all laws, ordinances, rules, and regulations of any government unit or agency affecting items furnished and/or the performance of Services.

9. Standard of Work Performed and Materials Sourced

Service Provider warrants that it will perform all Services satisfactorily and in a timely manner. The Service Provider will assume that all materials furnished will be of the highest grade and best quality, and the work will be performed in a professional and first-class manner consistent with the customary care and skill ordinarily exercised by professionals in Service Provider's industry. For the avoidance of doubt and consistent with the nature of the work, Service Provider will have sole control over the manner and method of providing Services accordingly.

10. No Liens or Encumbrances

Service Provider warrants that no liens, encumbrances, security interests, or other third-party claims of any type will attach to real or personal property owned or leased by the Client or its customers or affiliates as a consequence of Service Provider's performance of Services hereunder. Service Provider also agrees, upon request, to furnish to the Client standard forms of waiver of lien signed by Service Provider and all contractors, subcontractors, and materialmen who will furnish labor and materials hereunder.

11. Ownership of Work

All right, title and interest in the work product of Service Provider's Services and the Confidential Information will be and remain Service Provider's sole property and will constitute a "work-made-for-hire" as such term is understood under U.S. copyright laws. Service Provider has the exclusive right, but not the obligation, to use, adapt, alter, delete from, add to, or rearrange such work product, or any part thereof, to combine the same with other works, and to patent, register for trademark protection, and/or otherwise exploit any and all of the foregoing in any manner as Service Provider may determine in Service Provider's sole discretion. Service Provider agrees to execute other instruments, give further assurances, and perform acts which are or may become necessary or appropriate to effectuate and carry out the provisions of this Section 11. To the extent ownership of any work product resulting from Service Provider's Services for the Client does not by operation of law vest in the Client, Service Provider hereby assigns, sells, transfers, grants, and conveys all right, title, and interest in such work product to the Client. However, during the course of this MSA, Service Provider may further develop its institutional knowledge, skills, and experience. Other than as may fall within the "Confidentiality" section of this MSA, nothing in this MSA is intended to limit Service Provider's use of any knowledge, skills, experience, ideas, concepts, know-how, and techniques developed before or during the course of this MSA, without limitation, in the development, manufacturing, and marketing of Service Provider's Services.

12. Indemnity

Service Provider agrees to defend, indemnify, and hold the Client (including its affiliates, member agencies, employees, agents, and representatives) harmless against any and all claims, demands, or other liabilities for suits, injuries, damages,

losses, fines, expenses, or costs of any sort, including attorney's fees (collectively, "Claims") to the extent caused by Service Provider's negligent performance of Services, its intentional misconduct, a claim one or more of Service Provider's employees for an employment related claim against Client including theories of joint employment, or its breach of any other obligation under this MSA; except that Service Provider need not indemnify with respect to that portion of a Claim resulting from the Client's negligence or intentional misconduct, or to the extent of Service Provider's reliance on the express written approval, acceptance, or instructions of the Client with respect to the act or omission giving rise to the Claim. Service Provider will, as soon as reasonably possible after receiving notice of a third-party Claim for which indemnity might be sought, notify SERVICE PROVIDER in writing, provided that the failure to notify will not relieve Service Provider of its obligations.

13. Workers Compensation Insurance

Service Provider will obtain and maintain in force Workers' Compensation Insurance with respect to Service Provider's employees with a limit of not less than $1,000,000.

14. Insurance

During the term of this MSA and for a period of three (3) years thereafter, Service Provider agrees to keep and maintain, at its sole expense, insurance as follows:

(a) Automobile Liability Insurance, including coverage for hired, owned, or non-owned vehicles, in the amount of $1,000,000 which specifically covers this MSA and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties;

(b) General liability insurance in the amount of $2,000,000 which specifically covers armed security services; and

(c) Service Provider will furnish to the Client an insurance certificate from a carrier with an A.M. Best rating of "A" or better satisfying the above requirements and containing a complete waiver of subrogation. Service Provider's insurance coverage may not be terminated or materially changed without thirty 30 days' prior written notice to the Client.

15. Relationship/Taxes/No Exclusivity by Service Provider

Nothing in this MSA will be construed to create or imply a joint venture, partnership, association, employer/employee relationship, or similar obligation between the Parties. As such, any and all sums paid by the Client to Service Provider that are subject to tax deductions, if any, will be Service Provider's sole responsibility and Service Provider will indemnify and hold the Client harmless from any and all damages, claims, and expenses, including reasonable attorney's fees, arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments. Nothing in this MSA will impose any obligation on Service Provider to provide services exclusively to the Client. For clarity, Service Provider is free to provide services of the same nature as provided for in this MSA to any other entity.

16. Conflict of Interest

Service Provider represents and warrants to the Client that to Service Provider's best knowledge, neither Service Provider nor any of its agents, employees, or contractors who will be performing Services for the Client have any other interests or business relationships of any kind which could either conflict with the Client's interests or create the appearance of a conflict. Service Provider will immediately and fully apprise the Client of any potential conflicts that may arise.

17. General Warranties

Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this MSA; (ii) the execution and delivery of this MSA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law applicable to it; (iii) this MSA constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms (subject to any equitable defenses); (iv) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (v) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any governmental authority that could materially adversely affect its ability to perform this MSA.

18. Force Majeure

Force Majeure is the only excuse for non-performance of this MSA by either Party and all other excuses waived. Each Party shall be relieved of its obligation to perform any part of this MSA to the extent its performance is prevented or rendered impracticable by any events or circumstances beyond its reasonable control including, but not limited to, war, fires, floods, acts of God (natural disasters), governmental restrictions, labor lockouts, civil uprising resulting in damage or destruction of any facilities. Each Party will promptly notify the other in writing of any inability to perform and the cause thereof, as well

as its good faith estimate of the date upon which the event will end, and its performance will resume. Service Provider agrees that in the event of a Force Majeure, Service Provider's allocation of available resources or supply to the Client will be based on fair allocation by volume among Service Provider's customers without regard to price or profitability. If the event is anticipated to extend beyond 60 days, the Client may, at its option, cancel the SOW and/or this MSA and be relieved from its obligations as of the date of cancellation. Both Parties will make reasonable efforts to avoid the adverse impacts of a Force Majeure and to expeditiously resolve the event or occurrence once in order to resume performance.

19. Events of Default

An "Event of Default" means, with respect to a Party (the "Defaulting Party"): (a) any false or misleading representation or warranty made by a Party or the failure of a representation or warranty made by a Party to remain true during the Term hereof; or (b) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts when due; (v) fails to post, maintain, renew, or increase collateral when and as may be required hereunder during any Term and such failure is not remedied within two (2) business days after written notice thereof is received; (c) the failure of a Party to perform a material obligation under this MSA or SOW when such failure is not excused by Force Majeure; or (d) any other event affecting such Party specified as an Event of Default in this MSA.

In addition to any other remedies available at law or equity, if an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party will have the right to (a) provide written notice of (and stating the nature of) such Event of Default to the Defaulting Party; (b) designate a date between 1 and 20 days after such notice is effective on which this MSA will terminate; (c) withhold payments due to the Defaulting Party; and (d) suspend performance.

20. Governing Law

This MSA will be governed by the laws of California, notwithstanding any state's choice of law rules to the contrary.

21. Miscellaneous

All provisions of this MSA which must, in order to give full force and effect to the Parties' rights and obligations, survive the termination or expiration of this MSA, will so survive. Amendments to this MSA are not enforceable unless in writing and executed by both Parties. If any provision in this MSA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. In entering into this MSA, the Parties represent that they have each had an opportunity to consult with their own attorneys and that all of the Parties have cooperated in the drafting and preparation of this MSA. The language of this MSA may not be construed for or against any Party on the grounds that any specific Party or Parties authored this MSA.

22. Notices and Billings

Notices shall be provided to the addresses below. Notices must be provided by facsimile, electronic email, or hand delivery and will be deemed received on the business day it was transmitted or delivered (unless transmitted or delivered after the close of business in which case it will be deemed received on the next business day), and notice by overnight mail or courier will be deemed received two business days after it was sent:

Either Party may change their address for the purpose of this MSA by giving written notice of such change to the other Party in the manner provided in this paragraph.

Blue Line Solutions	
All Notices:	**Billings**
Richard Garrett, CEO	Richard Garrett, CEO
rgarrett@blsolutions.org	rgarrett@blsolutions.org
(661)917-6493	(661)917-6493

And

City of Wasco	
All Notices:	**Billings**

THIS MSA, INCLUDING ANY EXHIBITS AND SCHEDULES, CONSTITUTES THE PARTIES' COMPLETE AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENTS OF ANY TYPE, WHETHER WRITTEN OR ORAL.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this MSA effective as of the Effective Date.

	_____
By: _____ Print Name: Richard Garrett Title: CEO, Blue Line Solutions Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____

EXHIBIT A

STATEMENT OF WORK

SERVICES:

Blue Line Solutions, Inc. (SERVICE PROVIDER) will complete Background Investigations for employment applicants and current employees (if requested) for the City of Wasco:

Additional Services:

- SERVICE PROVIDER personnel will prepare a written report for each investigation.
- SERVICE PROVIDER personnel will, when necessary or required, provide updates on investigations, provide oral reports to the City of Wasco and/or Wasco Police Department management, and/or meet with the City of Wasco or Wasco Police Department management.
- SERVICE PROVIDER personnel will adhere to all the standards and policies of the California Peace Officer Standards and Training pertaining to Background Investigations and any requirements or requests from the City of Wasco and/or Wasco Police Department management.

REQUIREMENTS:

Requirements to start services:

- N/A

COMPENSATION, INCLUDING ANY APPLICABLE RATES OF PAY FOR SERVICES TO BE PERFORMED:

Compensation:

- SERVICE PROVIDER will invoice the City of Wasco on the first of each month.
- The billing cycle will run from the first day of the month to the last day of the month.
    - As an example, work completed during the month of January will be invoiced on February 1st.
- Payment will be made within 30 days of invoice.
- The first invoice will be sent 60 days after the Effective Date of the MSA.
- Each completed Background Investigation will be billed at $2,150.00.
- Background investigations for disqualified applicants will be billed for each hour the investigator spent on the investigation at the hourly rate of $100.00/hour up to a maximum of $2,150.00.
- SERVICE PROVIDER will charge the City of Wasco $100.00/hour for SERVICE PROVIDER personnel who are required to testify in court or any legal proceeding for the City of Wasco.
    - Billing will begin from the start of the time listed on the subpoena until released by the Court or a Court Officer or appropriate person(s).
- The City of Wasco will reimburse for mileage at the current Federal Mileage Reimbursement rate of $.625/mile for each mile travelled by the investigator from their base of operation to any location necessary to complete their scope of work.
- Investigations that require an investigator to travel outside of the County of Kern will be billed at a reduced rate of $50.00/hour.

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: January 17, 2023

SUBJECT: Discuss, Direction, and Possible Adoption of A Resolution Authorizing the City Manager or his Designee to use The American Rescue Plan Act of 2021 (ARPA) Funds for the Promotion of COVID-19 Vaccination Event(s) to Incentivize Community Participation.

Recommendation:
Staff recommends the City Council to:

1) Discuss and provide direction to staff regarding possible adoption of the Resolution.

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Background:
On June 7, 2022, the City Council approved $25,000.00 of ARPA funds to go towards 500 generic incentive "gift cards" with a redemption value of $50.00 each. The incentive card was only given to residents of the City of Wasco. With the collaboration of the Kern County Health Department, several vaccine clinics were hosted in the City of Wasco and successfully distributed 500 gift cards.

Discussion:
The Council is encouraged to discuss of possible approval of an additional round of incentives for COVID-19 vaccination promotion and provide guidance to Staff as to the amount and type of each incentive and the total budget for the program. If adopted, the two cost factors and selection criteria determined above will be integrated into the DRAFT Resolution included with this Staff Report.

Fiscal Impact:
Expenses for promotion, support, and incentives related to a Vaccination Program can be funded with ARPA funds, so there is no General Fund impact. If approved, a Budget allocation of ARPA funds will be needed based upon the level of incentives chosen by the Council. Purchase of the gift cards involves a nominal "fee" for each card which varies by vendor. If adopted, Staff will suggest a Budget allocation total which includes the estimated fee expense in addition to the face value of the cards.

Attachments:
1. DRAFT Resolution

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE THE USE OF THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR THE PROMOTION OF COVID-19 VACCINATION EVENT(S) AND TO INCENTIVIZE COMMUNITY PARTICIPATION

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) appropriated Coronavirus State and Local Fiscal Recovery Funds for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with populations under 50,000 (referred to as non-entitlement units of local government); and

WHEREAS, the City of Wasco wishes to promote one or more COVID-19 vaccination events(s); and

WHEREAS, the City of Wasco wishes to allocate a maximum of [$] in ARPA funds toward the cost of "gift card" incentives with a redemption value of [$] each; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager or his designee to allocate and expend ARPA Local Fiscal Recovery Funds to promote one or more COVID-19 vaccination event(s) using incentive gift cards with the redemption value stated above, not to exceed the maximum program expenditure amount stated above; and

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on January 17, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City o Wasco