



## AGENDA

### Regular City Council Meeting,

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

**Tuesday, February 7, 2023 – 6:00 pm.**

**Council Chambers**

**746 8<sup>th</sup> Street, Wasco, CA 93280**

[www.cityofwasco.org](http://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](mailto: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 at the entry of City Hall 746 8<sup>th</sup> Street, Wasco, at the entrance of 764 E street, Wasco, and at the entry of the Sheriff's Office 748 F street, Wasco. The agenda packet, meeting minutes, and archived City Council meetings are available on the City's website at [www.cityofwasco.org](http://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 8<sup>th</sup> 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 limit, and a maximum of Thirty (30) minutes will be allowed for any subject.** To provide your comments to the City Councilmembers regarding matters, not on the agenda or a specific item on the agenda, you may address your comments IN PERSON. Before making your presentation, you will be asked to state your name for the record. If you would like to submit a written public comment, please email the City Clerk at [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) no later than **4:00 p.m. February 7, 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. Still, it 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](mailto:cityclerk@cityofwasco.org). **Subject to availability**, notifying at least 48 hours will usually enable the City to make arrangements.

**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](mailto: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, the proponent, or the 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:** these 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, Reyna, Saldaña
- 3) **FLAG SALUTE:** led by Mayor
- 4) **INVOCATION:** by Manuel Cantu, Pastor of Lifehouse Church
- 5) **PRESENTATIONS:**
  - a. Proclamation for Safely Surrendered Baby Awareness Month
  - b. Proclamation for Kern County Grand Jury Awareness Month
- 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: None**

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None**

**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 \$1,523,560.98
- b. Approval of City Council Meeting Minutes for:
  1. [November 1, 2022, Regular Meeting](#)
  2. November 10, 2022, Special Meeting
  3. November 15, 2022, Regular Meeting
- c. Adopt a Resolution Authorizing The City Manager or designee to approve a purchase in the amount not to exceed \$52,000.00 to purchase one Ford F-250 pick-up truck for the Wastewater Department 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. Adopt a Resolution Authorizing The City Manager or designee to approve purchases with Jim Burke Ford and Douglass Truck Bodies, Inc. in an amount not to exceed \$98,000.00 to purchase one Utility truck with a crane for the wastewater department 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. Adopt a Resolution Authorizing the City Manager or designee to approve purchases with Jim Burke Ford and Douglass Truck Bodies, Inc. in an amount not to exceed \$89,000.00 to purchase one Utility truck with a crane for the Water Department 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. Adopt a Resolution Authorizing The City Manager or designee to approve a purchase order in an amount not to exceed \$27,000.00 to purchase one towable boom lift (model T350) from United Rentals 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.
- g. Adopt a Resolution Authorizing The City Manager or designee to approve a purchase order in an amount not to exceed \$69,000.00 for a purchase of one Utility Van for the Facilities Maintenance Department from Haddad Dodge 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. Approval of Travel Expenses Exceeding \$500.00 per trip for the Human Resources Manager to attend the 16th Annual FTA Drug and Alcohol Program National Conference on March 14-16, 2023, in San Diego, CA 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. Approval of Travel Expenses Exceeding \$500.00 per trip for the Human Resources Analyst I to attend the 2023 California State HR Advocacy and Legislative Conference on April 12 – 14, 2023, in Sacramento, California 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.
- j. Accept all bids, and Adopt a Resolution Authorizing the City Manager or his designee to enter and execute an agreement with the awarded Contractor Amerivet Contracting Co. for the construction of the Vacuum Truck Storage Building at the Wastewater Treatment Plant and Authorize the City Manager or his designee to make the monetary budget amendment 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.
- k. Approval of Travel Expenses Exceeding \$500.00 per trip for one-half of City Attorney registration fees and lodging in the amount of \$551.50 to attend the League of California Cities Attorney's Conference held on May 17- 19, 2023, in Monterey, CA 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.
- l. Approval of Training Expenses exceeding \$500.00 per registration for the Public Works Director to attend the League of California Cities Public Works Officers Institute from March 29-31, 2023, in Universal City, CA, 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.

- m. Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2022-2023 in Compliance with the California Public Employees' Retirement System (CalPERS) Requirement for Publicly Available Pay Schedules 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.
- n. Accept all bids and Adopt a Resolution Authorizing The City Manager or his designee to enter and execute an Agreement with the awarded Contractor Amerivet Contracting Incorporated for the interior demolition of the Sheriff's Activity League (SAL) Building in the amount of \$13,800.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000 and Find that this Project is Categorically Excluded per 24 CF\$ 58.35(a), and subject to laws and authorities at 58.5: (3)(iii)(B) Rehabilitation of buildings and improvements of non-residential structures, including commercial, industrial and public buildings does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

#### **10) PUBLIC HEARINGS:**

- a. Introduce and Waiver of the First Reading by title only of an Ordinance of the City of Wasco Amending Table 2-6 of Municipal Code Section 17.22.070 and Amending Boundaries on Figure 2-4 of the Municipal Code Section 17.24.040 to allow drive-throughs with a Conditional Use Permit and Find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305. (Lara)

#### **11) DEFERRED BUSINESS: None**

#### **12) NEW BUSINESS:**

- a. Appointment of Three (3) Planning Commissioners to fill full-term seats on the Planning Commission Board, term expiring on December 31, 2026, 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. (Martinez & Gracia)
- b. Adopt a Resolution Authorizing The City Manager or designee to enter and execute Franchise Agreements with American Refuse, Inc. for the Collection and Handling of Residential Recyclable materials, and Commercial Organics, Recyclable materials and Roll-off Services, subject to final approval of the City Manager and City Attorney 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 execute Agreements and or Applications with Local, State, and Federal Agencies required for the Creation of the Wasco Police Department; Implement the transition plan of law enforcement services from the Kern County Sheriff Contract to the City, Authorize the related Wasco Police Department accounts/sub-accounts, budget amendments and or Budget Appropriations, 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)
- d. Adopt A Resolution Ratifying the Executed Engagement Letter with Attorney Sean Gibbons of Freeman Mathis & Gary for Legal Services 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)
- e. Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order to purchase six (6) new Ford Utility Interceptor AWD Police vehicles, including emergency lighting and other police up fitting equipment; purchase of up to six (6) used vehicles, including refurbishment costs, and execute a Master Agreement with Enterprise Fleet Management (without committing to any orders at this time); and make an Appropriation of ARPA funds in the amount of \$500,000 and 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 State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Hurlbert)
- f. Adopt a Resolution Approving an Application for Funding and authorizing the City Manager or designee to execute the Grant Agreement and any Amendments Thereto for the San Joaquin Valley Air Pollution Control District's New Alternative Fuel Vehicle Purchase Program, 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 (Reyna & Medina)

### **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:**

**a. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

Significant exposure to pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision € of Section 54956.9 (Claim by Diem Thai)

**18) CLOSED SESSION ACTION:**

**19) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on February 4, 2023, on/or before 6:00 p.m. The agenda is also available on the City website at [www.cityofwasco.org](http://www.cityofwasco.org).

  
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Maria O. Martinez, City Clerk

# Bill Pay

City Council Meeting: February 07, 2023



WARRANTS	AMOUNTS
G012123	42,782.96
G012023	74,178.09
A012123	8,702.68
W012123	629.14
G012323	5,136.50
G012823	3,423.67
A012823	64,770.36
G012523	1,323,937.58
<b>Grand Total</b>	<b>1,523,560.98</b>

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: 2023.01.31 17:04:  
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A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1	G012123 PG & E COMPANY	85	07051823859 01/18/23	24714	UB 501 F ST 01/18/23	1,163.53
2	G012123 PG & E COMPANY	85	51997041895 01/19/23	24714	UB 01/19/23 MULTIPLE LOCATIONS	21,836.73
3	G012123 PG & E COMPANY	85	58161952393 01/17/23	24714	UB MCCOMBS & GRIFFITH SE COR WATER WELL#12 1/17/23	4,647.20
4	G012123 CLARK PEST CONTROL	117	32532688	24704	JAN 2023: 746 8TH ST & 1445 12TH ST PEST CONTROL S	217.00
5	G012123 AMAZON CAPITAL SERVICES, INC	4968	1JKL-K39F-4GT9	24699	2 QT: EXTERIOR FLOOD LIGHTS & PACK OF GLOVES	162.90
6	G012123 AMAZON CAPITAL SERVICES, INC	4968	1WVJ-QQFK-99NQ	24699	1 QT: WIRELESS MOUSE	10.38
7	G012123 AMAZON CAPITAL SERVICES, INC	4968	149T-N76F-3C71	24699	OFFICE SUPPLIES FOR PLANNING	181.42
8	G012123 CINTAS CORPORATION NO. 3	4480	4143426348	24703	UNIFORM SERVICES 01/13/23	1,058.48
9	G012123 CINTAS CORPORATION NO. 3	4480	4144134498	24703	UNIFORM SERVICES 01/20/23	478.80
10	G012123 CHARTER COMMUNICATIONS	68	168679001010723	24702	JAN 2023: INTERNET SRVCS FOR SHERIFF'S	172.96
11	G012123 FED EX	123	8-013-66793	24706	FREIGHT SERVICES 01/19/23	80.22
12	G012123 AFFINITY TRUCK CENTER	405	F013259108:01	24698	DISPOSAL #13: BLOWER ASM KIT	222.28
13	G012123 BSK & ASSOCIATES, INC.	1052	AG00659	24700	VW SAMPLE TEST: 12/27/22 BOD & TSS	140.00
14	G012123 BSK & ASSOCIATES, INC.	1052	AG00768	24700	VW SAMPLE TEST: 12/29/22 BOD & TSS	140.00
15	G012123 BSK & ASSOCIATES, INC.	1052	AG00781	24700	VW SAMPLE TEST: 1/3/23 AMMONIA, BOD, TDS, TSS, NIT	280.00
16	G012123 CALLTOWER, INC	5098	201281645	24701	JAN 2023: PHONE SERVICES	29.75
17	G012123 DEPARTMENT OF CONSERVATION	273	SMI FEES OCT -DEC 22	24705	OCT-NOV 2022: SMI FEES	1,678.47
18	G012123 TRADICIONES MARKETS, INC	5259	442 DEC 2022	24707	DEC 2022: 442 UB PAYMENTS TRANSACTIONS	79.56
19	G012123 HAAKER EQUIPMENT COMPANY	4114	C5A0B8	24708	DISPOSAL #17: AY AIR REGULATOR	332.48
20	G012123 INTERWEST CONSULTING GROUP, INC.	1571	84607	24709	DEC 2022: PLAN CHECK SRVCS	751.83
21	G012123 KERN COUNTY WASTE MANAGEMENT DEPT.	19	31783	24710	DEC 2022: WSP LANDFILL FEES	3,490.44
22	G012123 KERN COUNTY WASTE MANAGEMENT DEPT.	19	31808	24710	DEC 2022: STSWP FEES	1,388.52
23	G012123 KNIGHT'S SITE SERVICES, INC	1075	0000153971	24711	1/10/23-2/6/23: GW SITE PORTABLE TOILET SERVICE	64.36
24	G012123 LAWSON PRODUCTS INC	792	9310239415	24712	MATERIAL #GENERAL: ELECTRICAL CONNECTORS	234.26
25	G012123 ONE SOURCE PARTS, LLC DEPT 900	5748	844727	24713	DISPOSAL #24: GRIP ARM HYDRAULIC RAM	828.74
26	G012123 READYREFRESH BY NESTLE	4027	23A0018613430	24715	AC BOTTLE WATER SERVICES	226.43
27	G012123 SEQUOIA EQUIPMENT COMPANY	4587	BAK-17660	24716	WATER #56: 2 FRONT WHEELS RIMS	697.13
28	G012123 THE GAS COMPANY	246	05441655304 JAN 23	24717	12/09/22-01/10/23 SAL-1445 12 ST	47.60
29	G012123 THE GAS COMPANY	246	08121820008 JAN 23	24717	12/09/22-01/10/23 SHERIFF'S 748 F ST	800.68
30	G012123 THE GAS COMPANY	246	08331820137 JAN 23	24717	12/09/22-001/10/23 COURTHOUSE 757 F ST	325.12
31	G012123 THE GAS COMPANY	246	08961820373 JAN 23	24717	12/09/22-01/10/23 CITY YARD F ST	1,015.69
32	G012123 Total					42,782.96

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
33	G012023	BHT ENGINEERING, INC	5134	22-629	24692	21014: CMAQ PALM AVE: 12/1/22-12/31/22	1,780.00
34	G012023	BHT ENGINEERING, INC	5134	22-630	24692	20214: 2021 STREET LIGHT IMPROVEMENT 12/1/22-12/31	2,200.00
35	G012023	BHT ENGINEERING, INC	5134	22-631	24692	21016: SB1 POPLAR AVE REHAB 12/1/22 - 12/31/22	7,500.00
36	G012023	INFO SEND, INC.	4244	224850	24693	NOTICES PROP 218 WTR & SEWER RATE STUDY	7,335.36
37	G012023	INFO SEND, INC.	4244	227354	24693	DEC & JAN STMTS DATA PRCSNG/PRINT./MAIL	6,617.06
38	G012023	BATTERY RECYCLERS OF AMERICA	5856	202207228	24691	3,894 QT: BATTERY DISPOSAL & RECYCLING FEE	9,735.00
39	G012023	KAISER FOUNDATION HEALTH PLAN INC	4757	199630188664	24694	FEB 2023: INS. PREMIUM	903.17
40	G012023	KAISER FOUNDATION HEALTH PLAN INC	4757	199631080001	24694	JAN 2023: INS. PREMIUM	903.17
41	G012023	KAISER FOUNDATION HEALTH PLAN INC	4757	199638346371	24694	DEC 2022: INS. PREMIUM	828.45
42	G012023	NATIONAL AUTO FLEET GROUP	5790	IFTER4EH9PLE00343	24695	WASTE WATER DEPARTMENT NEW VEHICLE: FORD RANGER	32,063.39
43	G012023	SANDOVAL INDUSTRIES LLC	1180	4926	24696	MATERIAL #GENERAL: NITROGEN BOTTLE RENT 12/22/22	16.24
44	G012023	SCHROETER, THOMAS F.	2732	DEC 2022	24697	DEC 2023: LEGAL SERVICES	4,296.25
45	G012023 Total						74,178.09
46	A012123	NAVIA BENEFIT SOLUTIONS	5664	01/10/23	5263	MEDICAL CHECK RUN 01/10/23	331.66
47	A012123	NAVIA BENEFIT SOLUTIONS	5664	01/06/23	5263	MEDICAL CHECK RUN 01/06/23	3,111.12
48	A012123	NAVIA BENEFIT SOLUTIONS	5664	A1028422	5263	DEC 2022: 54 ADMIN FEES & MERP ANNUAL FEE	1,525.00
49	A012123	NAVIA BENEFIT SOLUTIONS	5664	01/18/23	5263	MEDICAL CHECK RUN 01/18/23	3,734.90
50	A012123 Total						8,702.68
51	W012123	NBS GOVERNMENT FINANCE GROUP	2458	202301-1020	2397	JAN 2023: DISTRICT 91-2B,93-1,PROFESSIONAL SRVCS	629.14
52	W012123 Total						629.14
53	G012323	INFRASTRUCTURE ENGINEERS	5861	28170	24737	23020 HOUSING ELEMENT UPDATE DEC 2022	4,541.50
54	G012323	LIEBERT CASSIDY WHITMORE	2269	232348	24738	DEC 2023: LEGAL SERVICES	595.00
55	G012323 Total						5,136.50
56	G012823	AFLAC	108	368478	24739	JAN 2023: AFLAC SERVICES	601.62
57	G012823	ALONDRA LOPEZ ELIZONDO	5849	15885-0003021100	24740	15885-0003021100 CUST STOPPED SERVICES	109.91
58	G012823	BETTY RINGER	5857	1954-0235010170	24741	1954-0235010170 REFUND CREDIT 1017 GRIFFITH AVE	31.88
59	G012823	GILBERTO C. FERNANDEZ	5839	111-0001019330	24742	CUST STOPPED SERVCS	18.28
60	G012823	HURLBERT, SCOTT	5685	REIMB JAN 23	24743	REIMBURSEMENT LEAGUE OF CALIFORNIA CITIES	1,148.12
61	G012823	IRMA & ERIKA HUITZACUA	5855	13777-0378018170	24744	REFUND CREDIT 13777-0318018170, 1817 SHAMROCK CT	9.90
62	G012823	JAMES HARRISON	5858	2231-0300009370	24745	2231-0300009370 CUSTOMER STOPPEDF SERVICES	25.95
63	G012823	JAMES HARRISON	5858	2231-030000970.	24745	2231-030000970. RFND CUST STOPPED SRVCS	51.90
64	G012823	JESSE ZAPATA	5859	7207-0335019080 .	24746	REFUND CREDIT 0335019080, 1908 PALM AVE	28.42
65	G012823	JESSE ZAPATA	5859	7207-033501980	24746	REFUND CREDIT 7207-0335019080, 1908 PALM AVE	51.90
66	G012823	MARIA CARACHURE	5863	17875-0384003130	24747	RFND CUST STOPPED SRVCS	19.03
67	G012823	NEW YORK LIFE INSURANCE COMPANY	4733	S10763000 JAN 23	24748	JAN 2023: INS. PREMIUM	270.00
68	G012823	PENGUIN HOME SOLUTIONS	5864	78747 BL 3654	24749	OVER PAYMENT BL 3654	236.00
69	G012823	PHOENIX GROUP INFORMATION SYSTEMS	4913	122022239	24750	DEC 2022: CITATTIN FEES & SRVCS	331.50
70	G012823	ROBERT HALF	4814	61415475	24751	TEMP V. GARCIA WE 01/13/23	235.30
71	G012823	ROSAELENA AND JOSE ALEGRE	5853	11344-0009024160	24752	REFUND STOPPED SERVCS	16.38
72	G012823	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2767	24753	ADS:GIS SPECIALIST	72.00
73	G012823	STEWART COMPANY (STANLEY BLYTHE)	5854	15396-0003016050	24754	CUST STOPPED SERVCS	127.24
74	G012823	TERRIS HUGHES	5841	5841-039504260	24755	CUST STOPPED SERVICES	23.30
75	G012823	VIVIAN ARELLANO	5852	17175-015000608A	24756	CUST STOPPED SRVCS	15.04
76	G012823 Total						3,423.67
77	A012823	BLUE SHIELD OF CALIFORNIA	3591	230160066859	5265	FEB 2023: INS PREMIUM	64,770.36
78	A012823 Total						64,770.36
79	G012523	AMAZON CAPITAL SERVICES, INC	4968	13TP-PN7N-D73W	24722	SCANNERS FOR FINANCE DEPT	941.73
80	G012523	BSK & ASSOCIATES, INC.	1052	AG01403	24724	WW SAMPLE TEST 1/5/23 BOD & TSS	140.00
81	G012523	KERN COUNTY WASTE MANAGEMENT DEPT.	19	JAN 2023: LANDFILL	24731	JAN 2023: LANDFILL FEES	17,378.97
82	G012523	THE GAS COMPANY	246	08207136329 JAN 23	24736	SERVICE 12/13/22 - 01/12/23	2,230.86
83	G012523	HURLBERT, SCOTT	5685	REIMB 01-18-23	24725	REIMBURSEMENT ATTENDING NEW MAYORS & COUNCIL CONF	29.09
84	G012523	ASPECT ENGINEERING	5829	22639	24723	23018: SCADA UPDGRADE 1-3-23 TO 1-12-23	3,866.00
85	G012523	JIM BURKE FORD LINCOLN	134	217815	24726	BUILDING VEHICLE PURCH 2022 FORD ESCAPE VIN 81799	45,560.88



	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
86	G012523	JIM BURKE FORD LINCOLN	134	217814	24726	CODE VEHICLE PURCH 2022 FORD ESCAPE VIN 93379	43,017.00
87	G012523	KERN COUNTY FIRE DEPT. & OFFICE OF	1264	23-000167	24727	THIRD QTR FY 22-23 FIRE PROTECTION SERVICES	141,097.50
88	G012523	KERN COUNTY RECORDER	262	948 2ND ST	24728	RECORDING FEE 948 2ND STREET	20.00
89	G012523	KERN COUNTY RECORDER	262	948 2NS ST	24729	RECORDING FEE 948 2ND STREET	20.00
90	G012523	KERN COUNTY SHERIFF'S OFFICE	220	8999	24730	SECOND QTR FY 22-23 LAW ENFORCEMENT SERVICES	1,061,694.40
91	G012523	ODP BUSINESS SOLUTIONS, LLC	5759	284412041001	24732	DESK CALENDARS FOR PW DEPARTMENTS	89.89
92	G012523	PACE ANALYTICAL SERVICES, INC	5694	B467529	24733	WW SAMPLE TEST: 10/18/22 INFLUENT MONITORING	143.35
93	G012523	PETTY CASH/CITY HALL	13	PETTY CASH CH-JAN 23	24734	PETTY CASH CITY HALL JAN 2023	51.65
94	G012523	PETTY CASH/CITY HALL	13	PETTY CASH CH JAN 23	24734	PETTY CASH CITY HALL JAN 2023	377.10
95	G012523	PRINCIPAL LIFE INSURANCE COMPANY	5862	1168207-1001 JAN 23	24735	VISION-DENTAL-LIFE PREMIUM JAN 2023	7,279.16
96	G012523 Total						1,323,937.58
97	Grand Total						1,523,560.98

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, November 1, 2022**  
Regular Meeting – 6:00 p.m.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, Ca 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:**

Mayor Reyna called the meeting to order at 6:01 pm.

**2) ROLL CALL:**

**Present:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Garcia, Lynch, Martinez

**Staff Members:** City Manager Hurlbert, City Attorney Schroeter, Deputy City Clerk Tinajero, Communications & Marketing Specialist Perez, Community Development Director Cobb, Public Works Director Villa, Finance Director Perez-Hernandez, Kern County Fire Chief Appleton

**3) FLAG SALUTE:** by Ivory Murrillo, daughter of Evelyn Murrillo

**4) INVOCATION:** by Manuel Cantu, Lifehouse Church

**5) PRESENTATIONS: NONE**

**6) PUBLIC COMMENTS: NONE**

**7) SUCCESSOR AGENCY BUSINESS: NONE**

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: NONE**

**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 \$236,396.03

**b.** Approval of Minutes for:

1. Regular Meeting, June 21, 2022
2. Regular Meeting, September 20, 2022
3. Regular Meeting, October 18, 2022

**c.** Receive and File the Investment Report for the month ended September 30, 2022.

- d. Approval of Travel Expenses Exceeding \$500.00 for the Finance Director Isarel Perez-Hernandez to attend the California Public Finance Officers Association (CSMFO) 2022 Annual Weekend Training Seminar on November 04<sup>th</sup> - November 06<sup>th</sup>, 2022, in Long Beach, California.

- e. Adopt a Resolution approving a License Agreement with the Bakersfield Police Department for use of the Former Farm Labor Campsite to conduct law enforcement training activities and authorize the City Manager or his Designee to execute the License Agreement.

**Reso#2022 – 3814**

**Agmt#2022-043**

- f. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement, Including Subsequent Amendments, with Samsara, Inc. to Provide Global Positioning System (GPS) Hardware and Service on Forty-Six City Vehicles in an Amount of \$9,220.24/First-Year.

**Reso#2022-3815**

**Agmt#2022-044**

No public comments:

**Motion** was by Council Member Lynch, **seconded** by Council Member Martinez, to approve the Consent Calendar by the following roll call vote:

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

#### **10) PUBLIC HEARINGS:**

- a. Adopt a Resolution Approving the Issuance of the California Municipal Finance Authority Multi-Family Housing Revenue Bonds in an Aggregate Principal Amount not to exceed \$15,000,000 for the Purpose of Financing or Refinancing the Acquisition, Construction, Improvement, and Equipping of Poplar Place Apartments and Certain Other Matters Relating Thereto.

**Reso#2022-3816**

Oral presentation by Community Development Director Cobb.

Mayor Reyna opened the public hearing at 6:11 pm.

No public comments:

Mayor Reyna closed the public hearing at 6:11 pm.

**Motion** was made by Council Member Garcia, **seconded** by Council Member Lynch to adopt the Resolution by the following roll call vote:

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

## **11) DEFERRED BUSINESS: NONE**

## **12) NEW BUSINESS:**

- a. Update and Direction by the City Council to Staff regarding the High-Speed Rail Agreements.

Oral presentation by City Manager Hurlbert regarding finalizing agreements and negotiations, which will be agendaized in the upcoming City Council Meetings.

There was no public comment.

**Informational Item no action need**

## **13) REPORTS FROM COMMISSIONS AND COMMITTEES:**

- a. Kern Economic Development Corporation (Garcia)
  - Council Member Garcia reported that the next meeting scheduled for December 2022
- b. Kern Council of Government (Reyna)  
**No reports**
- c. Wasco Task Force (Martinez & Reyna)  
**No reports**

## **14) REPORTS FROM KC FIRE AND SHERIFF:**

- a. Kern County Fire Department  
Oral presentation from Chief Appleton:
  - Unable to attend the trunk a treat at Barker Park on October 31, 2022.
  - Attending an event at Barker park on November 3, 2022
- b. Kern County Sheriff's Department  
**No reports – Sergeant Shinn absent**

## **15) REPORTS FROM THE CITY MANAGER:**

**City Manager Hurlbert updated the Council on the following:**

- Sgt. Shinn's absence is due to having to report an accident.
- Public Works established two (2) new Dial Ride stops on Filburn and the south side of 7<sup>th</sup> Street.
- The City will participate in a job fair at Wasco High school on November 10, 2022, during the lunch hour.
- Last Community Coalition Breakfast Meeting for the year will be held on November 2, 2022.
- Community Clean Up event on November 19, 2022, from 9:00 am to 12:00 pm at Barker Park
- Toys for Tigers - Christmas Tree Spectacular Family Fun Night on December 5, 2022, at 6:00 pm at the Elks Lodge.

**City Manager Hurlbert updated the Council on behalf of Assistant City Manager Lara on the following:**

- First Phase for Home Security Grant funding for the Public Safety Start-up Effort for the Police Department.

## **16) REPORTS FROM THE CITY COUNCIL:**

### **Mayor Reyna:**

- Attended the Regional Round Table Listening Session with California's Infrastructure Advisor, Former Los Angeles Mayor Raygoza, on October 26, 2022.
- Covid-19 Vaccination at the clinic on October 29, 2022, 86 people received the Covid-19 vaccination, 29 people received the flu vaccine, 79 visa gift cards were given
- Shared about an incident that happened on 5<sup>th</sup> Street and Redwood
- Attended the First Pumpkin Fall Fun Celebration for the City of Wasco
- Received a request from the Superintendent of Wasco Elementary Schools to close the pedestrian alley west of Palm Avenue
- Requested a list of all grants the City has received
- Shared a personal note about his first 50-mile bike ride to Buttonwillow

### **Mayor Pro Tem Pallares:**

- Helped out at the Wasco Library for the drive-through candy distribution/arts and crafts event on October 31, 2022.

### **Council Member Lynch:**

- Attended the Harvest Festival at the Adventist Church
- Requested to contact the California Highway Patrol to get Highway 46 truck traffic to slow down.

### **Council Member Garcia:**

- Requesting updates on projects such as the downtown, 7<sup>th</sup> Street, and the park on Central Avenue to provide for the residents.
- Talked about funding to use for housing, alleyways in town, and communications.

### **Council Member Martinez:**

- Attended the Wasco High School football game.
- Attended a Hall of Fame dinner and congratulated all of the Wasco High Hall of Fame that were inducted.

Mayor Reyna adjourned into a closed session at 6:55 pm.

Mayor Reyna adjourned the closed session at 7:38 pm.

## **17) CLOSED SESSION:**

- a. PUBIC EMPLOYEE APPOINTMENT** per GC SECTION 54957  
Title: Chief of Police

## **18) CLOSED SESSION ACTION:**

- a. PUBIC EMPLOYEE APPOINTMENT** per GC SECTION 54957  
Title: Chief of Police  
**No action taken**

**19) ADJOURNMENT:**

Mayor Reyna Adjourned the Meeting at 7:38 pm.

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Yolanda Tinajero, Deputy City Clerk

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Vincent Martinez, Mayor



**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Thursday, November 10, 2022**  
Special Meeting – 5:30 p.m.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**SPECIAL MEETING – 5:30 pm**

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

Mayor Reyna called the meeting to order at 5:33 pm.

**2) ROLL CALL:**

**Present:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Garcia, Lynch, Martinez

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

Mayor Reyna adjourned into closed session at 5:34 PM.

Mayor Reyna adjourned closed session at 7:39 PM.

**4) CLOSED SESSION:**

- a. PUBIC EMPLOYEE APPOINTMENT** per GC SECTION 54957  
Title: Chief of Police

**5) CLOSED SESSION ACTION:**

Mayor Reyna reported out.

- a. PUBIC EMPLOYEE APPOINTMENT** per GC SECTION 54957  
Title: Chief of Police  
**No reportable action.**

**6) ADJOURNMENT:**

Mayor Reyna adjourned the meeting at 7:40 pm.

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Maria O. Martinez, City Clerk

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Vincent Martinez, Mayor

**MINUTES**  
**WASCO CITY COUNCIL**  
and Successor Agency to the  
Former Redevelopment Agency  
**Tuesday, November 15, 2022**  
Regular Meeting – 6:00 pm.  
**City Council Chambers**  
**746 8<sup>th</sup> Street, Wasco, CA 93280**

**REGULAR MEETING – 6:00 pm**

**1) CALL TO ORDER:**

Mayor Reyna called the meeting to order at 6:01 pm.

**2) ROLL CALL:**

**Present:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Garcia, Lynch, Martinez

**Staff Present:** City Manager Hurlbert, City Attorney Schroeter, City Clerk Martinez, Deputy City Clerk Flores, Administrative Assistant Ramirez, Public Works Director Villa, Community Development Director Cobb, Assistant City Manager Lara, Finance Director Perez-Hernandez, Kern County Sheriff Sergeant Shinn, Kern County Fire Chief Appleton, Chief Building Inspector Ledezma

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

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

**5) PRESENTATIONS:**

- a. Recognition for Planning Commissioner David Ward  
Mayor Reyna presented an award of recognition to Planning Commissioner David Ward

**14) REPORTS FROM KC FIRE AND SHERIFF:**

- a. Kern County Sheriff's Department  
**Sargent Shinn presented a PowerPoint report on recent crimes.**

**6) PUBLIC COMMENTS:**

- Ernesto Gonzales
- Lorena Chavez
- Joshua Cooley

**7) SUCCESSOR AGENCY BUSINESS: NONE**

**8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: NONE**

**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 \$1,526,309.07
- b. Adopt a Resolution to Authorize the City to Implement Teleconference Public Meetings Pursuant to Assembly Bill ("AB") 361, Allowing the City to Continue a Hybrid Virtual Meeting Environment.  
**Reso#2022-3817**
- c. Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order in an amount not to exceed \$110,314.05 for one Utility Crane Truck for the Wastewater Department from National Fleet Group.  
**Reso#2022-3818**
- d. Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order in an amount not to exceed \$110,314.05 for one Utility Crane Truck for the Water Department from National Fleet Group.  
**Reso#2022-3819**
- e. Adopt a Resolution to approve a Budget Amendment to Re-Allocate Funds to Pay Retention for the 2021 Ag Well Project #30400-52040-20220 located at the SW corner of Scofield & Dirt Poso 1 mile south of Highway 46.  
**Reso#2022-3820**
- f. Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order with Ferguson Waterworks in the amount not to exceed \$48,000.00 to purchase one hundred and fifty residential water meters.  
**Reso#2022-3821**
- g. Rejection of all bids received for the 16<sup>th</sup> Street Rehabilitation Project.

**Motion** was by Council Member Lynch, **seconded** by Council Member Martinez, to approve the Consent Calendar by the following roll call vote:

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

#### **10) PUBLIC HEARINGS:**

- a. Introduce and Waive the First Reading of an Ordinance of the City Council of the City of Wasco Repealing and Re-enacting Chapter 15.04 of the City of Wasco Municipal Code Relating to Building Code Regulations, and Adopting by Reference the California Code of Regulations Title 24, Parts 1-6 and 8-12, 2022 Edition of the California Building Standards Code.

Oral presentation by Community Development Director Cobb

Mayor Reyna opened the public hearing at 6:31 pm

No public comments.

Mayor closed the public hearing at 6:31 pm.

**Motion** was by Council Member Martinez, **seconded** by Council Member Garcia, to introduce and waive the first reading of an ordinance by the following roll call vote:

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

- b. Introduce and Waive the First Reading of an Ordinance of the City Council of the City of Wasco Repealing and Re-enacting Chapter 15.08 of the City of Wasco Municipal Code Relating to Fire Prevention Regulations and Adopting by Reference the California Code of Regulations Title 24, Part 9, 2022 Edition of the California Building Standards Code. (Cobb)  
Oral presentation by Community Development Director Cobb

Mayor Reyna opened the public hearing at 6:33 pm

No public comments.

Mayor closed the public hearing at 6:34 pm.

**Motion** was by Council Member Lynch, **seconded** by Mayor Reyna, to introduce and waive the first reading of an ordinance by the following roll call vote:

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

**11) DEFERRED BUSINESS: None**

**12) NEW BUSINESS: None**

**13) REPORTS FROM COMMISSIONS AND COMMITTEES:**

- a. Kern Economic Development Corporation  
Council Member Garcia reported:  
Kern EDC will host the Kern County Energy Summit on November 16, 2022
- b. Kern Council of Government (Reyna)  
**No reports**
- c. Wasco Task Force (Martinez & Reyna)  
**No reports**

**14) REPORTS FROM KC AND SHERIFF**

- a. Kern County Fire Department  
**No reports – Chief Appleton absent**

**15) REPORTS FROM THE CITY MANAGER:**

**City Manager Hurlbert updated the Council on the following:**

- Shared CIP projects, grant awards, and strategic projects report with the council members
- The North Palm Road Project is back on track.
- The Alley Repave Project in the Southgate neighborhood, approved by TTAC, will be included on a list to be submitted to the State for final approval.
- The Prop 218 process implementation will be delayed due to confusion about the mailing list. The public hearing will be held as scheduled.
- Employee Appreciation Lunch will be held on December 1, 2022.
- Community Clean-Up event on Saturday, November 19, 2022, at 9:00 AM at Barker Park.
- Prayer at the Park Event on Saturday, December 3, 2022, at 2:00 PM at Barker Park.
- Wasco Christmas Parade and vendor fair Saturday, December 3, 2022, at 4:00 PM.
- Toys 4 Tigers Christmas Tree Spectacular at the Elks Lodge on December 5, 2022, at 6:00 PM.

**Assistant City Manager Lara announced that the City was awarded:**

- Grant for \$288,000 for the Spay and Neuter Imperative Project for the next three years
- Grant for \$5,000 for the Bike Rodeo and Health Event

**16) REPORTS FROM THE CITY COUNCIL:**

**Mayor Reyna reported:**

- He and Council Member Martinez met with representatives from Flock
- Attended the Prison Citizens Advisory Committee
- Bicycle Fun Ride on November 5, 2022
- Vaccination clinic held on Sunday, November 13, 2022; 34 individuals were vaccinated, and 33 visa gift cards were handed out.

**17) CLOSED SESSION:**

- a. PUBLIC EMPLOYEE APPOINTMENT** per GC SECTION 54957  
Title: Chief of Police

No public comments

Mayor Reyna adjourned into closed session at 7:05 PM,

Mayor Reyna adjourned the closed session at 7:17 PM.

**18) CLOSED SESSION ACTION:**

City Manager Hurlbert reported out.

- a. PUBLIC EMPLOYEE APPOINTMENT** per GC SECTION 54957  
Title: Chief of Police  
**No Reportable Action**

**19) ADJOURNMENT:**

Mayor Reyna adjourned the meeting at 7:19 PM.

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Monica Flores, Deputy City Clerk

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Vincent Martinez, Mayor





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Adopt a Resolution Authorizing The City Manager or designee to approve a purchase in an amount not to exceed \$52,000.00 to purchase one Ford F-250 pick-up truck for the Wastewater Department.

---

**Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$52,000.00 to purchase one Ford F-250 pick-up truck for the Wastewater 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:**

This Pick-up Truck Will be Purchased for the Wastewater Department. The Wastewater Department currently has one truck with a utility bed, one pick-up truck, and one sedan in its fleet. The pick-up truck is 14 years old and will be replaced by this new truck. This vehicle will be used to tow the pull-behind jetter for sewer collections and storm drain maintenance, as well as out-of-town runs for larger parts.

On September 20, 2022, the City council approved the purchase of this vehicle thru Motor City GMC. However, Motor City has been unable to deliver this purchase due to no inventory and GM halting production on the model requested.

Based on the Jim Burke Ford quote, the cost of this vehicle is lower than the original initial purchase order requested. The dealership has agreed to hold this vehicle in order to receive council approval prior to purchasing.

**Fiscal Impact:**

The City originally budgeted \$103,500 in the 2022-23 budget (Project No. 23017) for the purchase of two new pickup trucks for the Wastewater department. This purchase of \$52,000.00 falls within that budget.

Project No. 23017

***Project Funding Sources***

	<b>Project Funding Sources</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Wastewater Enterprise Fund		103,500					103,500
							-
							-
Total	-	103,500	-	-	-	-	103,500

**Attachments:**

1. Resolution
2. Jim Burke Ford Quote, Motor City Quote

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY  
MANAGER OR HIS DESIGNEE TO APPROVE A PURCHASE ORDER IN THE AMOUNT NOT TO  
EXCEED \$52,000.00 TO PURCHASE ONE FORD F-250 PICK-UP TRUCK**

**WHEREAS**, the City of Wasco wishes to purchase a Ford F-250 pick-up truck from Jim Burke Ford; and

**WHEREAS**, the City's cost for the truck in the amount not to exceed \$52,000.00 is to be from the Wastewater Capital Outlay Fund; and

**WHEREAS**, the purchase shall be governed by and construed in accordance with the laws of the State of California.

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

**SECTION 1:** Adopt the Resolution approving the purchase.

**SECTION 2:** Authorizes the City manager or his designee to approve the purchase order and execute the purchase of one Ford F-250 pick-up truck for the Wastewater Department from Jim Burke Ford in an amount not to exceed \$52,000.00,

-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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

AYES:

NOES:

ABSTAIN:

ABSENT:

---

**VINCENT MARTINEZ,**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

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

KTP-002288 CA 9-NORMAL, NB, 102288, ND281 3695

ULC | CERT | CERT | CERT | TRD | RAMP | BUMP | CAMP | BOOK | EXFL | ROTA

005712 1242/1589 1FT7W2AN8 NEE39881 NB GEPL



Go Further

ford.com

## VEHICLE DESCRIPTION

**SUPER DUTY**2022 F250 SRW 4X2 CREW CAB  
XL 176" WB STYLESIDE  
7.3L DEVCT NA PFI V8 ENGINE  
10-SPEED AUTOMATICEXTERIOR  
OXFORD WHITE  
INTERIOR  
MEDIUM EARTH GRAY VINYLNE **E39881**

## STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

## EXTERIOR

- BOX RAIL/TAILOGATE MOLDINGS
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX, TIE DOWN HOOKS -NA W/BOX DLT
- SPARE TIRE AND WHEEL LOCK -NA W/BOX DLT
- TOW HOOKS
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

## INTERIOR

- 60/40 REAR BENCH W/FLIP-UP /FLIP-DOWN W/ HEAD RSTRNT
- AIR COND, MANUAL FRONT
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
- VINYL SUN VISORS

## FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 4GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MYKEY®
- REAR VIEW CAMERA NA W/BOX DLT
- TWIN I-BEAM INDEPENDENT FRT SUSPENSION W/STAB BAR

## SAFETY/SECURITY

- ADVANCETRAC® WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

## WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

## INCLUDED ON THIS VEHICLE

(MSRP)

## OPTIONAL EQUIPMENT/OTHER

- PREFERRED EQUIPMENT PKG.600A 7.3L DEVCT NA PFI V8 ENGINE 2,045.00
- 10-SPEED AUTOMATIC NO CHARGE
- 3.55 ELECTRONIC-LOCKING AXLE 430.00
- FRONT LICENSE PLATE BRACKET NO CHARGE
- XL DECOR PACKAGE NO CHARGE
- PLATFORM RUNNING BOARDS 445.00
- 10000# GVWR PACKAGE NO CHARGE
- 50 STATE EMISSIONS NO CHARGE
- SPARE TIRE AND WHEEL NO CHARGE
- TRAILER BRAKE CONTROLLER JACK 300.00
- UPFITTER SWITCHES 165.00
- XL VALUE PACKAGE 395.00
- CRUISE CONTROL

## PRICE INFORMATION

BASE PRICE	\$41,685.00
TOTAL OPTIONS/OTHER	3,780.00
TOTAL VEHICLE & OPTIONS/OTHER	45,465.00
DESTINATION & DELIVERY	1,795.00

(MSRP)

PRICE	\$47,260.00
SPRAY LINER	\$395.00
VEHICLE	\$47,260.00
DOC	\$85.00
SALES TAX 8.25%	\$3,905.96
FILING FEE	\$33.00
TIRE FEE	\$8.75
TOTAL	\$51,292.71

RAMP ONE

RU84

RAMP TWO

RAIL

ITEM #

71-D658 O/T 1

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

## SPECIAL ORDER

ND281 N RB 2X 260 002288 04 28 22

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

## California Air Resources Board

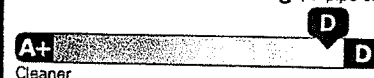
Gasoline Vehicle

## Environmental Performance

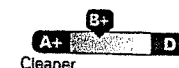
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label).

Protect the environment. Choose vehicles with higher ratings:

## Greenhouse Gas Rating (tailpipe only)



## Smog Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



## GOVERNMENT 5-STAR SAFETY RATINGS

## Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Passenger	★★★★★
---------------	------------------	-------

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat Rear seat	★★★★★
------------	----------------------	-------

Based on the risk of injury in a side impact.

Rollover	★★★★★
----------	-------

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

1FT7W2AN8NEE39881



The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

\*Based on 1977-2021 CY total sales. \*\*FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (See FordPass Terms for details). Connected service and features depend on compatible AT&amp;T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.



FORD PROTECT

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SCAN OR TEXT 1PWE39881 TO 48028

Hang in there  
reach every  
tear every  
day help

[www.Ford.com/finke/passenger-vehicle](http://www.Ford.com/finke/passenger-vehicle)

01/23/2023

<b>Buyer:</b>	<b>Co Buyer:</b>	<b>Deal #:</b> 406530
CITY OF WASCO		<b>Deal Date:</b> 09/08/2022
746 8TH ST		<b>Print Time:</b> 11:14am
WASCO, CA 93280		
Home #: (661) 567-2517	Home #:	
Work #: (661) 567-2517	Work #:	Salesperson: CHRISTIAN LEFAY PATRICK

Purchase Option Proposal			
Deal Type (Option)	Retail (3)	Retail (4)	
Stock Number	CBKNH6	CBPPM4	
Year/Model	<del>2023 SIERRA 3500</del>	2023 SIERRA 2500	
Description	PK TC30953	PK TC20953	
<b>Selling Price</b>	<b>\$ <del>49,125.00</del></b>	<b>\$ 47,925.00</b>	
Aftermarket Options	0.00	0.00	
Tax	4,059.83	3,960.83	
License Fees	868.75	860.75	
Documentary Fee	85.00	85.00	
<b>Subtotal</b>	<b><del>54,138.58</del></b>	<b>52,831.58</b>	
Trade Allowance	0.00	0.00	
Trade Payoff	0.00	0.00	
Total Rebates	0.00	0.00	
Customer Cash	0.00	0.00	
<b>Balance</b>	<b><del>54,138.58</del></b>	<b>52,831.58</b>	
Term	1	1	
<b>Payment ( w/tax)</b>	<b>\$ <del>54,138.58</del></b>	<b>\$ 52,831.58</b>	
Financial Inst.	CASH DEAL	CASH DEAL	
Program Type	NORMAL	NORMAL	
Interest Rate			
Annual Planned Mileage	N/A	N/A	
ESC Premium	0.00	0.00	
Maintenance	0.00	0.00	
GAP Premium	0.00	0.00	
LAH Premium	0.00	0.00	

**Note: All Proposals good through date of publication. Programs subject to change from the manufacturer daily.**  
**Note: Above Proposals are based on the approval of premium credit.**





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Adopt a Resolution Authorizing The City Manager or designee to approve purchases with Jim Burke Ford and Douglass Truck Bodies, Inc. in an amount not to exceed \$98,000.00 to purchase one Utility truck with a crane for the Wastewater Department.

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### Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$46,000.00 to purchase one Ford F-350.
- 2) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$52,000.00 to purchase one truck body with a crane from Douglass truck bodies.
- 3) 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 Wastewater Department currently needs more equipment to support the lifting and lowering equipment in the field, such as pumps and collection system equipment. This utility truck with a crane will minimize the need for crane rentals when servicing smaller sewer lift station pumps and stormwater pumps and allow us to respond to emergencies in a timely manner.

On November 15, 2022, the City council approved the purchase of this vehicle thru National Auto Fleet Group. However, NAFG has been unable to deliver this purchase due to no inventory and Ford's high demand for the model requested.

Jim Burke Ford in Bakersfield currently has this Vehicle in stock in a 2022 model and has agreed to hold this vehicle in order to receive council approval prior to purchasing. Due to these unprecedented times, this vehicle purchase will require two transactions. First, the city will need to purchase the Ford F-350 from Jim Burke Ford. After this vehicle is purchased, Douglass Truck Bodies, Inc. will upfit the truck with a utility body and crane.

Based on the two quotes, the total cost of this vehicle is significantly lower than the original purchase requested.

**Fiscal Impact:**

The City currently has \$110,314.05 budgeted for CIP (Project No. 20231) to purchase this Utility truck with a crane for the Wastewater Department. No budget action is required with approval of this item.

**Attachments:**

1. Resolution
2. Jim Burke Ford Quote, Douglass Quote
3. NAFG Quote

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY  
MANAGER OR HIS DESIGNEE TO APPROVE PURCHASES WITH JIM BURKE FORD AND  
DOUGLASS TRUCK BODIES IN AN AMOUNT NOT TO EXCEED \$98,000.00 TO PURCHASE ONE  
UTILITY TRUCK WITH A CRANE FOR THE WASTEWATER DEPARTMENT**

**WHEREAS**, the City of Wasco wishes to purchase a Ford F-350 truck from Jim Burke Ford; and

**WHEREAS**, the City of Wasco wishes to purchase a utility bed and crane from Douglass Truck Bodies, Inc.; and

**WHEREAS**, the City's total cost for the truck and upfitting in the amount not to exceed \$98,000.00 is to be from the Wastewater Capital Outlay Fund; and

**WHEREAS**, the purchase shall be governed by and construed in accordance with the laws of the State of California.

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

**SECTION 1:** Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$46,000.00 to purchase one Ford F-350 from Jim Burke Ford.

**SECTION 2:** Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$52,000.00 to purchase and upfit one truck body with a crane from Douglass truck bodies.

-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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

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

KTP-001192 CA 9-NORMAL, NB, 201192, NK032 5276

ULN | CERT | CERT | TRD | RAMP | BUMP | CAMP | BOOK | EXFL | ROTA

008650 1411/1531 1FDRF3G62 NEG14703 NB BU09



Go Further

ford.com

## VEHICLE DESCRIPTION

## SUPER DUTY

2022 F350 DRW 4X2 REG CHAS  
Y1 169" WB CHASSIS CAB  
6.2L EFI V-8 ENGINE  
10-SPEED AUTOMATICEXTERIOR  
OXFORD WHITE  
INTERIOR  
MEDIUM EARTH GRAY CLOTH

NE G14703

## STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

## EXTERIOR

- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS - WIPER ACTIVATED
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS - INTERMITTENT

## INTERIOR

- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
- UPFITTER SWITCHES
- VINYL SUN VISORS

## FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- STABILIZER BAR, FRONT/REAR
- SYNC® WITH APPLELINK®
- TWIN I-BEAM INDEPENDENT FRT SUSPENSION W/STAB BAR

## SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SOS POST-CRASH ALERT SYS™

## WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

## INCLUDED ON THIS VEHICLE

(MSRP)

## OPTIONAL EQUIPMENT/OTHER

- 1021-528N05/03/21 CA
- PREFERRED EQUIPMENT PKG.640A
- 6.2L EFI V-8 ENGINE
- 10-SPEED AUTOMATIC
- 3.73 RATIO REGULAR AXLE
- POWER EQUIPMENT GROUP
- TELESCOPING TT MIRR-POWER/HTD SIG
- FRONT LICENSE PLATE BRACKET
- 4G LTE WI-FI HOTSPOT REMOVAL
- 14000# GVWR PACKAGE
- 50 STATE EMISSIONS
- SPARE TIRE AND WHEEL
- TRAILER BRAKE CONTROLLER
- CRUISE CONTROL
- JACK
- UTILITY LIGHTING SYSTEM
- 40 GAL AFT OF AXLE FUEL TANK
- REAR VIEW CAMERA & PREP KIT
- CLOTH 40/20/40 SEAT

NO CHARGE  
NO CHARGE  
NO CHARGE  
915.00  
NO CHARGE  
20.00  
NO CHARGE  
350.00  
270.00  
235.00  
NO CHARGE  
160.00  
NO CHARGE  
415.00  
100.00

## PRICE INFORMATION

BASE PRICE  
TOTAL OPTIONS/OTHER\$38,975.00  
2,425.00TOTAL VEHICLE & OPTIONS/OTHER  
DESTINATION & DELIVERY\$38,400.00  
1,695.00

PRICE

\$41,095.00 WHELLBASE 169", CA 84"

UPFIT

VEHICLE &amp; UPFIT

\$41,095.00

DOC

\$85.00

SALES TAX 8.25%

\$3,397.35

FILING FEE

\$33.00

TIRE FEE

\$8.75

TOTAL

\$44,619.10

EPA  
DOT

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT  
REQUIRED ON THIS VEHICLE

fuel economy.gov

Calculate personalized estimates and compare vehicles

45 YEARS  
BUILT TOUGH  
F-SERIES  
AMERICA'S BEST  
SELLING TRUCKSdPass™ Connect modern is  
and sending vehicle data  
optics) to Ford.™ See in-vehicle  
s for connectivity options.From 1977-2021 CY total sales.  
connect (optional on select vehicles),  
4g and complimentary Connected  
required for remote features (see  
ms for details). Connected service  
as depend on compatible AT&T  
ability. Evolving technology/cellular  
in capability may limit functionality  
operation of connected features.  
service excludes WI-FI hotspot.

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tecti The only extended service  
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dealership in the U.S., Canada and Mexico. See your  
Ford dealer or visit [www.FordOwner.com](http://www.FordOwner.com).

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

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vehicle, you'll find the choices that are right  
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[www.ford.com/finance](http://www.ford.com/finance).

## SPECIAL ORDER

NK032 N RB 2X 215 001192 10 03 22

01/23/2023





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Sales Order #	70904
Purchase Order #	
VIN #	
Unit / Truck#	
Key Tag #	
Date	10/31/2022
Salesman	Tim
Terms	NET 30

231 21st Street  
Bakersfield, CA 93301  
douglasstruckbodies.com

Phone: 661.327.0258  
Toll Free: 800.635.7641  
Fax: 661.327.3894

Page 1 of 6

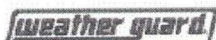
**Bill To:** National Auto Fleet Group  
490 Auto Center Dr  
Watsonville, CA 95076

**Ship** Wasco City  
801 8th St  
Attn: Alberto Martinez  
Wasco, CA 93280

Truck Make: Chevy	Model: 3500 GAS	Year: 2023	Additional Information:
Chassis Color: White	Body Color: White	Paint Code:	2 of 2 beds
Cab Type: Regular Cab	Cab Axle: 84"	Rear Axle: DRW	FOR WASCO CITY

Ln#	Item Code	Qty	Description	List Price	Extension
1	001-G/MAX/23	1.0	Douglass Maximizer Crane Body, 11' - Flat-top compartment on crane side, built-in flip-top boxes w/ dividers opposite crane. - Manufactured to fit a full sized chassis with dual-rear-wheels and a 84" cab to axle measurement. - Constructed with superior corrosion resistant A60 galvanized steel. - Heavy duty 14 & 18 gauge double panel doors with beveled edges. - Stainless steel piano hinges secured to body every 2.5". - Gas strut supports on all vertical doors and flip-top toolbox lids.	\$ 10,950.00	\$ 8,760.00
2	003-0170	1.0	Round Wheel Well (PER PAIR) - Heavy duty 12ga one piece round wheel well reinforced with 3/4" split tube.	\$ 242.00	\$ 212.96
3	008-2044	1.0	3 - Point Stainless Steel Latch System for Model G/MAX/23 - Full contact strikers offer positive locking to the body in three places for maximum security.	\$ 614.00	\$ 540.32
4	008-4044	1.0	Triple Seal Weatherstripping for Model G/MAX/23 - OEM style weather stripping designed to protect your tools and equipment from the elements.	\$ 520.00	\$ 457.60
5	008-0441	1.0	Wiring Harness, GM 2500-3500 Pick-Up, 2020-Current	\$ 229.00	\$ 229.00
6	008-0052	1.0	LED Tail Light Package (Grommet Style) - Brighter than bulb style lights for increased visibility and safety. - Mounted in shock absorbing rubber grommet. - Includes 9 Diode White LED back-up, 6 Diode Red Stop/Turn lights, and 3/4" Clearance lights package.	\$ 277.00	\$ 249.30
7	009-0035	1.0	Mount 11' Douglass Truck Body - Douglass certified mounting that meets or exceeds all D.O.T. requirements.	\$ 906.00	\$ 906.00

Authorized dealer of







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Sales Order #	70904
Purchase Order	
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Key Tag #	
Date	10/31/2022
Salesman	Tim
Terms	NET 30

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Page 2 of 6

Ln#	Item Code	Qty	Description	List Price	Extension
8	010-0007	1.0	Paint 11' Douglass Truck Body - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.	\$ 1,800.00	\$ 1,800.00
10	008-3065	2.0	Stainless Grab Handle w/ Gasket	\$ 28.00	\$ 50.40
11	009-0080	2.0	Fold Down Step	\$ 146.00	\$ 292.00
12	009-0003	1.0	Bumper Plates, Mounted on Both Sides of Liftgate	\$ 321.00	\$ 288.90
13	069-0029	1.0	* * * Standard Towing Package * * *	\$ 0.00	\$ 0.00
14	009-0073	1.0	Hitch, 2" Square Receiver, Class V (12K Capacity) - 12,000 lb Gross Tow Weight Rating - 1,200 lb Tongue Weight Rating - Never exceed the vehicle's weight rating, or the lowest rating of any component of the towing system	\$ 695.00	\$ 695.00
15	060-0045	1.0	7-Prong OEM plug for pickups and all GM's	\$ 23.50	\$ 21.86
16	009-0075	1.0	Install / Wire Trailer Connector Plug	\$ 64.00	\$ 64.00
17	069-0031	1.0	* * * Interior Configurations * * *	\$ 0.00	\$ 0.00
18	069-0002	1.0	Driver Side Front Compartment Interiors	\$ 0.00	\$ 0.00
19	003-0103	68.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 3.30	\$ 197.47
20	069-0003	1.0	Driver Side Front #2 Compartment Interiors	\$ 0.00	\$ 0.00
21	003-0103	48.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 3.30	\$ 139.39
22	069-0005	1.0	Driver Side Horizontal Compartment Interiors	\$ 0.00	\$ 0.00
23	069-0006	1.0	Driver Side Rear Compartment Interiors	\$ 0.00	\$ 0.00

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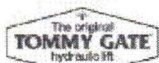
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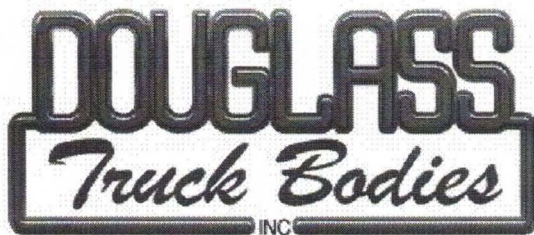
Page 3 of 6

Ln#	Item Code	Qty	Description	List Price	Extension
24	003-0103	48.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 3.30	\$ 139.39
25	069-0007	1.0	Curb Side Front Compartment Interiors	\$ 0.00	\$ 0.00
26	003-0103	68.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 3.30	\$ 197.47
27	069-0008	1.0	Curb Side Front #2 Compartment Interiors	\$ 0.00	\$ 0.00
28	003-0103	48.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 3.30	\$ 139.39
29	069-0010	1.0	Curb Side Horizontal Compartment Interiors	\$ 0.00	\$ 0.00
30	069-0011	1.0	Curb Side Rear Compartment Interiors	\$ 0.00	\$ 0.00
31	069-0032	1.0	* * * Crane Configurations * * *	\$ 0.00	\$ 0.00
32	061-1009	1.0	Auto Crane EHC-3 <sup>2</sup> PR, HW, 320989003 - 7' to 11' to 15', Manual Extensions - Previously "3203" - 360° Continuous Power Rotation - 30 ft Hard-Wired Control - Swivel block with hook latch - Power -5° to 75° boom elevation - Automatic overload protection - Meets OSHA 1910.180 requirements and ANSI B30.5 safety standards - 8,800 GVWR minimum chassis requirement - Two Year Factory Warranty	\$ 13,508.00	\$ 11,944.80
33	040-20	1.0	Inbound Freight for AC3203 Crane	\$ 325.00	\$ 325.00

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Bakersfield, CA 93301  
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Sales Order #	70904
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Date	10/31/2022
Salesman	Tim
Terms	NET 30

Page 4 of 6

Ln#	Item Code	Qty	Description	List Price	Extension
34	009-0065	1.0	Install, Crane, 1000# - 3500#	\$ 277.00	\$ 277.00
35	060-0051	1.0	ANL-250, Bussman Fuse & Holder Kit	\$ 87.00	\$ 87.00
36	003-0060	1.0	Hoist Support, 3000lb- Cranes - Upgraded understructure and compartment support for crane.	\$ 775.00	\$ 682.00
37	009-0058	1.0	Boom Support, up to 3,500# Cap.	\$ 340.00	\$ 299.20
38	009-0104	1.0	Stiff Leg, Crank Style	\$ 263.00	\$ 236.70
39	067-0034	1.0	A-1 Springs, C-2500-3500 DRW 2 Crane Side 1 Other	\$ 982.00	\$ 932.90
40	069-0034	1.0	* * * Cargo Control System * * *	\$ 0.00	\$ 0.00
41	008-1020	4.0	Tie Down, HD, 6000LB Weld	\$ 23.30	\$ 83.88
42	009-107	4.0	Install, Tie Downs (Weld-in and Flush Mount)	\$ 64.00	\$ 256.00
		1.0	* * * Air N Arc Package * * *		\$ 0.00
44	071-0117	1.0	Vanair Air N Arc 150, 19HP, 30 Gallon Air Storage, 11.5 Gallon Fuel (050680) - 19hp Kohler Gasoline Engine - 30 Gallon Air Tank - 20 CFM up to 150 PSI - Welder Output :150amp CC/@ 100% duty - CV/DC - Independent Welding Generator - Generator Capacity: 5KW Peak/4.2KW Continuous120V/240 V - 11.5 Gallon Fuel Capacity - 48.0 L" x 22 W" x 41.0 H" - 12/24V charge/boost capability - Remote Panel Mount Capability	\$ 10,444.00	\$ 10,444.00
45	071-0242	1.0	Vanair Remote Control Panel Connection Harness Rev-6 (TLPI-6)  - Install in CSF1	\$ 406.72	\$ 406.72
46	071-0243	1.0	Vanair California CARB Compliance Kit (032851)	\$ 106.00	\$ 106.00
47	071-0241	1.0	Vanair Battery Boost Cables-20' Anderson Connector. for 150 (MA36223)	\$ 205.00	\$ 205.00

Authorized dealer of







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Sales Order # 70904  
Purchase Order  
VIN #  
Unit / Truck#  
Key Tag #  
Date 10/31/2022  
Salesman Tim  
Terms NET 30

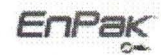
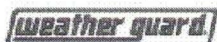
231 21st Street  
Bakersfield, CA 93301  
douglasstruckbodies.com

Phone: 661.327.0258  
Toll Free: 800.635.7641  
Fax: 661.327.3894

Page 5 of 6

Ln#	Item Code	Qty	Description	List Price	Extension
48	071-0227	1.0	Vanair Weld Cable Set, 25' (033020-25) - Includes Electrode and Ground Cable - 25' Welding Cables	\$ 454.00	\$ 454.00
49	040-02	1.0	Freight Inbound - Freight is estimated. Final freight TBD at time of shipping	\$ 700.00	\$ 700.00
50	009-100	4.0	Taxable Labor - Mounting Department	\$ 138.00	\$ 552.00
51	069-0038	1.0	* * * Tommy Gate Package * * *	\$ 0.00	\$ 0.00
52	062-0401	1.0	Tommy Gate Model G2-54-1342 TP38 - Dual Cylinder Design - 1,300 Lbs. Capacity - (2) piece folding black steel platform - 58" x 38" load area with 4" taper - 42" of travel - Weight: 435	\$ 2,831.00	\$ 2,632.83
53	009-100	7.0	Taxable Labor - Mounting Department	\$ 138.00	\$ 966.00
54	040-0500	1.0	Freight, Inbound	\$ 500.00	\$ 500.00
55	069-0074	1.0	* * * Ladder Rack Package * * *	\$ 0.00	\$ 0.00
56	009-9038	1.0	Side Mount Ladder Rack - Driverside	\$ 1,165.00	\$ 1,165.00
57	010-0076	1.0	Paint Ladder Rack White - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.	\$ 528.00	\$ 528.00
58	069-0036	1.0	* * * Body Protection Package * * *	\$ 0.00	\$ 0.00
59	003-0001	2.0	Alum Dia Plate, Rock Splash Guards 35"-41" - Aluminum placed on front of compartments behind cab to protect body from rocks and other road debris.	\$ 140.00	\$ 210.00
60	003-0013	2.0	Alum Dia Plate, Overlay (11' DRW) - Aluminum caps placed on top of the compartments protect your body from the wear and tear caused from daily use. - Aluminum caps also cover the drip edge of the body.	\$ 391.00	\$ 586.50

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Sales Order #	70904
Purchase Order	
VIN #	
Unit / Truck#	
Key Tag #	
Date	10/31/2022
Salesman	Tim
Terms	NET 30

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Ln#	Item Code	Qty	Description	List Price	Extension
61	008-0301	1.0	Mud Flaps, 24x36 & 30 & 14, DRW	\$ 61.00	\$ 54.90
62	090-001	1.0	Pickup & Delivery	\$ 200.00	\$ 200.00
			Delivery to wasco		

NON-TAX ITEMS

Ln#	Item Code	Qty	Description	List Price	Extension
9	060-23	1.0	Weight Certificate - certified vehicle weight certificate for DMV registration.	\$ 40.00	\$ 40.00

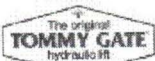
**Subtotal:** \$ 50,255.88  
**Sales Tax:** \$ 0.00  
**Shipping:** \$ 0.00  
**Grand Total:** \$ 50,255.88

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

Revision # 7

Page 6 of 6

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# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/7/2022

11/8/2022 Re-Configured

Quote ID: **33278 R1**

Order Cut Off Date: **12/16/2022**

Alberto Martinez  
City of Wasco  
Water/Wastewater

764 E st

Wasco, California, 93280

Dear Alberto Martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**Two (2) New/Unused (2023 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA, Douglass 12' Crane Body + Handling \$3500.00)** and delivered to your specified location, each for

	One Unit	Extended Unit's (2)
Contract Price	\$48,142.78	\$96,285.56
Douglass 12' Crane Body	\$53,755.88	\$107,511.76
+ Handling \$3500.00		
Tax (8.2500 %)	\$8,406.64	\$16,813.28
Tire fee	\$8.75	\$17.50
Total	<b>\$110,314.05</b>	\$220,628.10

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497



**GMC**



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or designee to approve purchases with Jim Burke Ford and Douglass Truck Bodies, Inc. in an amount not to exceed \$89,000.00 to purchase one Utility truck with a crane for the Water Department.

---

**Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$46,000.00 to purchase one Ford F-350.
- 2) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$43,000.00 to purchase one truck body with a crane from Douglass Truck Bodies, Inc.
- 3) 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 Water Department currently has an aging utility truck with crane (truck #51) that needs replacement. The purchase of this new utility truck will support the lifting and lowering of equipment in the field such as fire hydrants, gate valves, and larger-diameter pipes. This crane will minimize the need for a crane rental when performing water distribution system maintenance.

On November 15, 2022, the City council approved the purchase of this vehicle thru National Auto Fleet Group. However, NAFG has been unable to deliver this purchase due to no inventory and Ford's high demand for the model requested.

Jim Burke Ford in Bakersfield currently has this Vehicle in stock in a 2022 model and has agreed to hold this vehicle in order to receive council approval prior to purchasing. Due to these unprecedented times, this vehicle purchase will require two transactions. First, the city will need to purchase the Ford F-350 from Jim Burke Ford. After this vehicle is purchased, Douglass Truck Bodies, Inc. will upfit the truck with a utility body and crane.

Based on the two quotes, the total cost of this vehicle is significantly lower than the original purchase requested.

**Fiscal Impact:**

The City budgeted \$162,000 in the 2022-23 budget (Project No. 22005) for this Utility truck and a smaller utility vehicle for the Water Department. The cost of this vehicle is well under the remaining budget for this project. No budget action is required with approval of this item.

**Attachments:**

1. Resolution
2. Jim Burke Ford Quote, Douglass Quote
3. NAFG Quote

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY  
MANAGER OR HIS DESIGNEE TO APPROVE PURCHASES WITH JIM BURKE FORD AND  
DOUGLASS TRUCK BODIES IN AN AMOUNT NOT TO EXCEED \$89,000.00 TO PURCHASE ONE  
UTILITY TRUCK WITH A CRANE FOR THE WATER DEPARTMENT**

**WHEREAS**, the City of Wasco wishes to purchase a Ford F-350 truck from Jim Burke Ford; and

**WHEREAS**, the City of Wasco wishes to purchase a utility bed and crane from Douglass Truck Bodies, Inc.; and

**WHEREAS**, the City's total cost for the truck and upfitting in an amount not to exceed \$89,000.00 is to be from the water Capital Outlay Fund; and

**WHEREAS**, the purchase shall be governed by and construed in accordance with the laws of the State of California.

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

**SECTION 1:** Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$46,000.00 to purchase one Ford F-350 from Jim Burke Ford

**SECTION 2:** Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$43,000.00 to purchase one truck body with a crane from Douglass Truck Bodies, 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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

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



KTP-001191 CA 9-NORMAL, NB, 201191, NK032 5275

ULN CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTA

008650 1410/1531 1FDRF3G60 NEG14702 NB BU09



Go Further

ford.com

## VEHICLE DESCRIPTION

## SUPER DUTY

2022 F350 DRW 4X2 REG CHAS  
XL 145" WB CHASSIS CAB  
6.2L EFI V-8 ENGINE  
10-SPEED AUTOMATICEXTERIOR  
OXFORD WHITE  
INTERIOR  
MEDIUM EARTH GRAY CLOTH

NE G14702

EPA  
DOT

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT  
REQUIRED ON THIS VEHICLE

## STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

## EXTERIOR

- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS - WIPER ACTIVATED
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS - INTERMITTENT

## INTERIOR

- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
- UPFITTER SWITCHES
- VINYL SUN VISORS

## FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- STABILIZER BAR, FRONT/REAR
- SYNC® WITH APPLINK®
- TWIN I-BEAM INDEPENDENT FRT SUSPENSION W/STAB BAR

## SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SOS POST-CRASH ALERT SYS™

## WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

## INCLUDED ON THIS VEHICLE

(MSRP)

## OPTIONAL EQUIPMENT/OTHER

- 1021-528N05/03/21 CA
- PREFERRED EQUIPMENT PKG.640A
- 6.2L EFI V-8 ENGINE
- 10-SPEED AUTOMATIC
- 3.73 RATIO REGULAR AXLE
- POWER EQUIPMENT GROUP
- TELESCOPIC TT MIRR-POWER/HTD SIG
- FRONT LICENSE PLATE BRACKET
- 4G LTE WI-FI HOTSPOT REMOVAL
- 14000# GVWR PACKAGE
- 50 STATE EMISSIONS
- SPARE TIRE AND WHEEL
- TRAILER BRAKE CONTROLLER
- CRUISE CONTROL
- JACK
- UTILITY LIGHTING SYSTEM
- 40 GAL AFT OF AXLE FUEL TANK
- REAR VIEW CAMERA & PREP KIT
- CLOTH 40/20/40 SEAT

NO CHARGE  
NO CHARGE  
NO CHARGE  
915.00  
NO CHARGE  
20.00  
NO CHARGE  
350.00  
270.00  
235.00  
NO CHARGE  
160.00  
NO CHARGE  
415.00  
100.00

## PRICE INFORMATION

(MSRP)

BASE PRICE \$36,800.00  
TOTAL OPTIONS/OTHER 2,425.00  
TOTAL VEHICLE & OPTIONS/OTHER 39,225.00  
DESTINATION & DELIVERY 1,695.00

## PRICE

\$40,920.00 WHELLBASE 145", CA 60"

## UPFIT

## VEHICLE &amp; UPFIT

\$40,920.00

## DOC

\$85.00

## SALES TAX 8.25%

\$3,382.91

## FILING FEE

\$33.00

## TIRE FEE

\$8.75

## TOTAL

\$44,429.66

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The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.™ See in-vehicle settings for connectivity options.

\*Based on 1977-2021 CY total sales. FordPass Connect (optional on select vehicles), a FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular works/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.



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on Ford Protect! The only extended service utility backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.FordOwner.com](http://www.FordOwner.com).

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

SCAN OR TEXT 1FDRF3G60 TO 4805

How to Data  
return may  
apply.  
Text HELP  
For help

[www.ford.com/2022/fordpass-connect](http://www.ford.com/2022/fordpass-connect)

01/23/2023



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Sales Order #	71887
Purchase Order #	
VIN #	
Unit / Truck#	
Key Tag #	
Date	01/31/2023
Salesman	Tim
Terms	COD

231 21st Street  
Bakersfield, CA 93301  
douglasstruckbodies.com

Phone: 661.327.0258  
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Fax: 661.327.3894

Page 1 of 5

**Bill To:** Wasco City  
7460 - 8th Street  
Wasco, CA 93280-0000

**Ship** Wasco City  
7460 - 8th Street  
Wasco, CA 93280-0000

Truck Make: Ford	Model: F350	Year: 2023	Additional Information:
Chassis Color: White	Body Color: White	Paint Code:	Attn: Alberto
Cab Type:	Cab Axle: 60"	Rear Axle: DRW	

Ln#	Item Code	Qty	Description	List Price	Extension
1	001-E/MAX/23	1.0	Douglass Maximizer Crane Body, 9' - Flat-top compartment on crane side, built-in flip-top boxes w/ dividers opposite crane. - Manufactured to fit a full sized chassis with dual-rear-wheels and a 60" cab to axle measurement. - Constructed with superior corrosion resistant A60 galvanized steel. - Heavy duty 14 & 18 gauge double panel doors with beveled edges. - Stainless steel piano hinges secured to body every 2.5". - Gas strut supports on all vertical doors and flip-top toolbox lids.	\$ 9,770.00	\$ 8,304.50
2	003-0170	1.0	One Piece Wheel Well (PER PAIR) - Heavy duty 12ga one piece round wheel well reinforced with 3/4" split tube.	\$ 255.00	\$ 224.40
3	008-2017	1.0	3 - Point Stainless Steel Latch System for Model E/MAX/23 - Full contact strikers offer positive locking to the body in three places for maximum security.	\$ 490.00	\$ 431.20
4	008-4017	1.0	Triple Seal Weatherstripping for Model E/MAX/23 - OEM style weather stripping designed to protect your tools and equipment from the elements.	\$ 482.00	\$ 424.16
5	008-0412	1.0	Wiring Harness, Ford Chassis - OEM type harness that plugs directly into vehicles existing light wiring harness requiring no cutting or splicing.	\$ 242.00	\$ 217.80
6	008-0052	1.0	LED Tail Light Package (Grommet Style) - Brighter than bulb style lights for increased visibility and safety. - Mounted in shock absorbing rubber grommet. - Includes 9 Diode White LED back-up, 6 Diode Red Stop/Turn lights, and 3/4" Clearance lights package.	\$ 292.00	\$ 262.80

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Page 2 of 5

Ln#	Item Code	Qty	Description	List Price	Extension
7	009-0033	1.0	Mount 9' Douglass Truck Body - Douglass certified mounting that meets or exceeds all D.O.T. requirements.	\$ 1,740.00	\$ 1,740.00
8	010-0005	1.0	Paint 9' Douglass Truck Body - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.	\$ 1,643.00	\$ 1,643.00
10	008-3065	2.0	Stainless Grab Handle w/ Gasket	\$ 29.48	\$ 53.06
11	009-0080	2.0	Fold Down Step	\$ 153.70	\$ 307.40
12	009-0003	1.0	Bumper Plates, Mounted on Both Sides of Liftgate	\$ 338.00	\$ 338.00
13	069-0029	1.0	* * * Standard Towing Package * * *	\$ 0.00	\$ 0.00
14	009-0073	1.0	Hitch, 2" Square Receiver, Class V (12K Capacity) - 12,000 lb Gross Tow Weight Rating - 1,200 lb Tongue Weight Rating - Never exceed the vehicle's weight rating, or the lowest rating of any component of the towing system	\$ 732.00	\$ 732.00
15	060-0072	1.0	7-Prong Hardwired plug for chassis, except GM's and pickups	\$ 13.79	\$ 13.79
16	009-0075	1.0	Install / Wire Trailer Connector Plug	\$ 67.40	\$ 67.40
17	069-0031	1.0	* * * Interior Configurations * * *	\$ 0.00	\$ 0.00
18	069-0002	1.0	Driver Side Front Compartment Interiors	\$ 0.00	\$ 0.00
19	003-0103	68.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 3.48	\$ 208.24
20	069-0005	1.0	Driver Side Horizontal Compartment Interiors	\$ 0.00	\$ 0.00
21	069-0006	1.0	Driver Side Rear Compartment Interiors	\$ 0.00	\$ 0.00
22	003-0103	48.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 3.48	\$ 147.00

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Ln#	Item Code	Qty	Description	List Price	Extension
23	069-0007	1.0	Curb Side Front Compartment Interiors	\$ 0.00	\$ 0.00
24	003-0103	68.0	Adjustable Shelving, (DRW) - Heavy duty galvanized steel for corrosion resistance. - Shelves are "Fully" adjustable with virtually infinite placement options. - Mounted on rolled channel and secured with spring-nuts for easy adjustments.	\$ 3.48	\$ 208.24
25	069-0010	1.0	Curb Side Horizontal Compartment Interiors	\$ 0.00	\$ 0.00
26	069-0011	1.0	Curb Side Rear Compartment Interiors	\$ 0.00	\$ 0.00
27	069-0032	1.0	* * * Crane Configurations * * *	\$ 0.00	\$ 0.00
28	061-1009	1.0	Auto Crane EHC-3 <sup>2</sup> PR, HW, 320989003 - 7' to 11' to 15', Manual Extensions - Previously "3203" - 360° Continuous Power Rotation - 30 ft Hard-Wired Control - Swivel block with hook latch - Power -5° to 75° boom elevation - Automatic overload protection - Meets OSHA 1910.180 requirements and ANSI B30.5 safety standards - 8,800 GVWR minimum chassis requirement - Two Year Factory Warranty	\$ 13,508.00	\$ 12,562.44
29	040-20	1.0	Inbound Freight for AC3203 Crane	\$ 345.00	\$ 345.00
30	009-0065	1.0	Install, Crane, 1000# - 3500#	\$ 292.00	\$ 292.00
31	060-0051	1.0	ANL-250, Bussman Fuse & Holder Kit	\$ 91.60	\$ 91.60
32	003-0060	1.0	Hoist Support, 3000lb- Cranes - Upgraded understructure and compartment support for crane.	\$ 816.00	\$ 718.08
33	009-0058	1.0	Boom Support, up to 3,500# Cap.	\$ 358.00	\$ 315.04
34	009-0104	1.0	Stiff Leg, Crank Style	\$ 277.00	\$ 249.30
35	067-0015	1.0	A-1 Springs, F-350 DRW 2 Crane Side 1 Other	\$ 963.00	\$ 963.00
36	069-0034	1.0	* * * Cargo Control System * * *	\$ 0.00	\$ 0.00

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Ln#	Item Code	Qty	Description	List Price	Extension
37	008-1020	4.0	Tie Down, HD, 6000LB Weld	\$ 24.53	\$ 88.31
38	009-107	4.0	Install, Tie Downs (Weld-in and Flush Mount)	\$ 67.40	\$ 269.60
39	069-0038	1.0	* * * Tommy Gate Package * * *	\$ 0.00	\$ 0.00
40	062-0401	1.0	Tommy Gate Model G2-54-1342 TP38 - Dual Cylinder Design - 1,300 Lbs. Capacity - (2) piece folding black steel platform - 58" x 38" load area with 4" taper - 42" of travel - Weight: 435	\$ 2,973.00	\$ 2,824.35
41	009-100	7.0	Taxable Labor - Mounting Department	\$ 145.00	\$ 1,015.00
42	040-0500	1.0	Freight, Inbound	\$ 500.00	\$ 500.00
43	069-0074	1.0	* * * Ladder Rack Package * * *	\$ 0.00	\$ 0.00
44	009-9038	1.0	Side Mount Ladder Rack	\$ 1,165.00	\$ 1,165.00
45	010-0076	1.0	Paint Ladder Rack White - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.	\$ 528.00	\$ 528.00
46	069-0036	1.0	* * * Body Protection Package * * *	\$ 0.00	\$ 0.00
47	003-0001	2.0	Alum Dia Plate, Rock Splash Guards 35"-41" - Aluminum placed on front of compartments behind cab to protect body from rocks and other road debris.	\$ 147.40	\$ 259.42
48	003-0011	2.0	Alum Dia Plate, Overlay (9' DRW) - Aluminum caps placed on top of the compartments protect your body from the wear and tear caused from daily use. - Aluminum caps also cover the drip edge of the body.	\$ 325.00	\$ 572.00
49	008-0301	1.0	Mud Flaps, 24x36 & 30 & 14, DRW	\$ 64.30	\$ 57.87

NON-TAX ITEMS

Ln#	Item Code	Qty	Description	List Price	Extension
9	060-23	1.0	Weight Certificate - certified vehicle weight certificate for DMV registration.	\$ 42.11	\$ 42.11

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Unit / Truck#	
Key Tag #	
Date	01/31/2023
Salesman	Tim
Terms	COD

Page 5 of 5

---

**Subtotal:** \$ 38,181.11  
**Sales Tax:** \$ 3,146.47  
**Shipping:** \$ 0.00  
**Grand Total:** \$ 41,327.58

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

Revision # 6

Page 5 of 5

Authorized dealer of



50 of 334





# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/7/2022

11/8/2022 Re-Configured

Quote ID: **33278 R1**

Order Cut Off Date: **12/16/2022**

Alberto Martinez  
City of Wasco  
Water/Wastewater

764 E st

Wasco, California, 93280

Dear Alberto Martinez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**Two (2) New/Unused (2023 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA, Douglass 12' Crane Body + Handling \$3500.00)** and delivered to your specified location, each for

	One Unit	Extended Unit's (2)
Contract Price	\$48,142.78	\$96,285.56
Douglass 12' Crane Body	\$53,755.88	\$107,511.76
+ Handling \$3500.00		
Tax (8.2500 %)	\$8,406.64	\$16,813.28
Tire fee	\$8.75	\$17.50
Total	<b>\$110,314.05</b>	\$220,628.10

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497



**GMC**



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Adopt a Resolution Authorizing The City Manager or designee to approve a purchase order in an amount not to exceed \$27,000.00 to purchase one towable boom lift (model T350) from United Rentals.

---

### Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$27,000.00 to purchase one towable boom lift (model T350) from United Rentals.
- 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:

In Mid-2022, the Public Works bucket truck, which was used to lift personnel in the air to work on street lights, had to be pulled out of service due to inspection failure. This failure was due to a hole in the liner of the bucket where crew members stood, and it required the City to send the truck to a certified mechanic to have it looked over in the hopes of making the repair and having it recertified.

When the truck was at the mechanic shop, they found other issues with the boom cabling and some problems with some mechanical components. The repair cost was estimated to be over \$15,000 to get the truck back into service. Due to the truck's age, it was



determined that the truck's value is under \$15,000, and it was not to the City's benefit to pay for these repairs.

Since then, Staff has been searching for a newer towable boom lift to purchase. The benefit of the towable boom lift is that it is smaller and easier to store, requires less maintenance due to its lack of a transmission, and the motor is much smaller, and any staff member with a standard Class C license can tow it.

Staff attempted to procure quotes from Sourcewell, Genie, United Rentals, Ahern Rentals, and Cromer and only received a quote from United Rentals, who provided two quotes, as seen below.

Year / Model	Lift Reach	Price
2017 / T350	30 – 36 feet	\$26,936.93
2014 / TZ-50	46 – 50 feet	\$36,642.63

Both models are used, but the T350 only has 243.9 hours, and the TX-50 is electric with only 364.7 hours. For Public Works use, the T350 will allow us to reach all of the lights around town and will be cheaper to maintain due to not having to replace batteries like the model TX-50.

After reviewing the provided quotes and model specifications, Staff has determined that purchasing the 2017 model T350 would be the most advantageous decision. The lift reach should meet all of our needs, the price is 30% less, and the maintenance will be cheaper and easier in the long run.

Staff is proposing to utilize funds from Project 20214, "Street Lighting Installation City Wide," to make this purchase, as the lift will directly affect our ability to maintain streetlights around town. This lift will also be utilized to finish the rest of the post-top LED light conversions around town while avoiding lift rental expense.

**Fiscal Impact:**

The City budgeted \$690,000 in the 2022-23 budget (Project No. 20214) for additional street lighting installations, the first of which is currently in design for 1<sup>st</sup> through 5<sup>th</sup> Streets and is expected to cost around \$450,000 to complete (Design and Construction) which leaves \$240,000 remaining. Approving the purchase of this lift will leave a remainder of \$213,063.07 to be used on the design of the next area of street light additions.

**Project Costs and Funding Sources:*****Project Costs by Phase***

	<b>Project Costs by Phase</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study	55,000						55,000
Environmental Review							-
Land Acquisition							-
Site Preparation	15,000	15,000	20,000				50,000
Design	47,500	50,000	50,000				147,500
Construction	625,000	615,000	470,000				1,710,000
Construction Management	15,000	10,000	10,000				35,000
Equipment Acquisition							-
Cost Incurred to Date	2,500						2,500
<b>Total</b>	<b>760,000</b>	<b>690,000</b>	<b>550,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,000,000</b>

***Project Funding Sources***

	<b>Project Funding Sources</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Measure X	250,000	250,000	250,000				750,000
TDA	510,000	440,000	300,000				1,250,000
							-
<b>Total</b>	<b>760,000</b>	<b>690,000</b>	<b>550,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,000,000</b>

**Attachments:**

1. Resolution
2. Quote

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$27,000.00 TO PURCHASE ONE TOWABLE BOOM LIFT (MODEL T350) FROM UNITED RENTALS.**

**WHEREAS**, the City of Wasco wishes to purchase a towable lift from United Rentals; and

**WHEREAS**, the City's cost for the towable lift in an amount not to exceed \$27,000.00 is to be from the Capital Outlay Fund.

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

**SECTION 1:** Authorize the City Manager or his designee to execute all related documents and approve a purchase order in an amount not to exceed \$27,000.00 to purchase one towable boom lift (model T350) from United Rentals.

-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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA  
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



BRANCH 434  
34929 PETROL ROAD  
BAKERSFIELD CA 93308-5934  
661-631-2900

## # 215459351

Job Site

MULTIPLE JOBSITE  
764 E  
WASCO CA 93280-1930  
**Office:** 661-758-7235

CITY OF WASCO  
CITY OF WASCO  
764 E STREET  
WASCO CA 93280-1930

Customer # : 3428046  
Quote Date : 01/26/23  
  
UR Job Loc : 764 E, WASCO  
UR Job # : 1  
Customer Job ID:  
P.O. # : NPOR  
Ordered By : CHRIS SHAW  
Written By : LISA MCNUTT  
Salesperson : LISA MCNUTT

**This is not an invoice  
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	10679081 CC: 310-3080 BOOM 30-36' TOWABLE GAS Make: JLG Model: T350 Model Year: 17 Lic: SE683304 HR OUT: 243.900	24884.00   Serial #: 0030008828	24884.00
			Sub-total: 24884.00
			Tax: 2052.93
			Total: 26936.93
CONTACT: CAMERON I			

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 1.8% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX IN SOME JURISDICTIONS.  
THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Adopt a Resolution Authorizing The City Manager or designee to approve a purchase order in an amount not to exceed \$69,000.00 for a purchase of one Utility Van for the Facilities Maintenance Department from Haddad Dodge.

---

### Recommendation:

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order in an amount not to exceed \$69,000.00 to purchase one Utility Van for the Facilities Maintenance Department from Haddad Dodge.
- 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:

On August 2, 2022, the City Council approved the purchase of a utility van for the Facilities Maintenance Department from Haddad Dodge. After Council approval, Staff reached out to Haddad Dodge only to find out that another sales member had already sold the vehicle to another customer. Upon realizing they had made a mistake, Haddad Dodge tried to make an order for another utility van for the City but was unable to due to manufacturer delay issues.

In the past couple of weeks, Staff received notification that Haddad Dodge had acquired another van suitable for our needs. Staff then reached out to Haddad to look at the vehicle and got the Dealership to agree to hold it for us until after the next Council meeting to allow for Council approval prior to purchasing.

The City Council has approved Project No. 22007 in the 2022-23 budget for three vehicles, one of which is a new service vehicle for the Facilities Maintenance Department. The staff has researched different options on what vehicle may be the most useful for the Facilities Department. When looking into options, purchasing a utility van rose to the top of the list with its ability to be fully secured overnight, hold various types of tools, equipment, and materials, and the general affordability. In comparison to purchasing a new service truck, the cost would be almost the same as the van before the expense of a utility bed at a cost of \$10,000 to \$15,000 plus installation fees. Even with a utility bed, the truck will be less secure than a van.

Staff procured quotes from three different Manufacturers, Dodge (Ram), Ford, and Mercedes, and received the following:

Manufacturer	Cost	Lead Time
Ram Promaster	\$51,260.00	In Stock
Ford Transit	\$55,459.78	10 – 12 Months
Mercedes Sprinter	\$58,946.97	No Estimate

The particular van we are interested in purchasing has a base price of \$51,260.00. It includes a \$12,692.00 option package that includes: shelving and tool storage, fold-down ladder racks, and a steel security door to prevent people from easily breaking into the van. The final cost is \$68,361.80 after receiving a \$1,000.00 rebate.

After reviewing the provided quotes and lead times, Staff has determined that purchasing the Ram Promaster Van will be the most cost and time-effective route to take. As such, Staff recommends authorizing the City Manager or designee to approve a purchase order not to exceed \$69,000.00 to purchase one Ram Promaster Van from Haddad Dodge.

**Fiscal Impact:**

The City budgeted \$166,000 in the 2022-23 budget (Project No. 22007) for three vehicles, one of which is this service vehicle for the Facilities Maintenance Department. Council has already approved the purchase of an SUV for the Fleet Maintenance Department with a cost of \$39,610.64, which left \$126,389.36 remaining. This purchase of \$69,000.00 will leave a remainder of \$57,389.36 for the final vehicle left to be purchased as part of this Project (Fleet Service Truck). No budget action is required with approval of this item.

**Project Costs by Phase**

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction							-
Construction Management							-
Equipment Acquisition		166,000					166,000
Total	-	166,000	-	-	-	-	166,000

**Project Funding Sources**

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
General Fund		146,000					146,000
APCD Grant Incentives		20,000					20,000
							-
Total	-	166,000	-	-	-	-	166,000

**Attachments:**

1. Resolution
2. Quote



**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE A PURCHASE ORDER TO PURCHASE ONE RAM PROMASTER VAN FOR THE FACILITIES DEPARTMENT FROM HADDAD DODGE IN AN AMOUNT NOT TO EXCEED \$69,000.00**

**WHEREAS**, the City of Wasco wishes to purchase a Promaster Van from Haddad Dodge; and

**WHEREAS**, the City's cost for the Utility Van in an amount not to exceed \$69,000.00 is to be from the Capital Outlay Fund.

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

**SECTION 1:** Authorizes the City Manager or designee to approve a purchase order for one Ram Promaster van for the Facilities Department from Haddad Dodge in an amount not to exceed \$69,000.00.

-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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

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

BUYER		CO-BUYER		Deal #:	
CITY OF WASCO				98728	
764 E ST				Deal Type: Retail	
WASCO, CA 93280-0836				Deal Date: 01/20/2023	
Cell #: (661) 758-7208				Print Time: 11:35am	
Email: AP@CITYOFWASCO.ORG		Salesperson: JOSEPH J DOBBS			
VEHICLE					
New <input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:	
Used <input type="checkbox"/>	B63455	2023 RAM PROMASTER	3C6LRVDG7PE510989		
Demo <input type="checkbox"/>					
TRADE					
AFTERMARKETS					
HVAC PACKAGE WITH LADDER RACK		\$	12,692.00	Sale Price: \$ 51,260.00	
ESTIMATED QUOTE		\$	0.00	Total Financed Aftermarkets: \$ 12,692.00	
				Total Trade Allowance: \$ 0.00	
				Trade Difference: \$ 63,952.00	
				Doc Fee: \$ 85.00	
				State & Local Taxes: \$ 5,283.05	
				Total License and Fees: \$ 41.75	
				Total Cash Price: \$ 69,361.80	
				Total Trade Payoff: \$ 0.00	
Total Aftermarkets:		\$	12,692.00	Delivered Price: \$ 69,361.80	
				Cash Down Payment + Deposit: \$ 0.00	
				Total Rebates: \$ 1,000.00	
				Sub Total: \$ 68,361.80	



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Nancy Vera, Human Resources Manager

**DATE:** February 7, 2023

**SUBJECT:** Approval of Travel Expenses Exceeding \$500.00 per trip for the Human Resources Manager to attend the 16th Annual FTA Drug and Alcohol Program National Conference on March 14-16, 2023, in San Diego, CA.

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Approval of the travel expenses exceeding \$500.00 per trip for the Human Resources Manager to attend the 16th Annual FTA Drug and Alcohol Program National Conference on March 14-16, 2023, in San Diego, CA.
- 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 approval of staff to attend the Human Resources Manager, Nancy Vera, to attend the 16th Annual FTA Drug and Alcohol Program National Conference on March 14-16, 2023, in San Diego, CA.

This training is designed for Drug and Alcohol Program Managers (DAPMs) and includes topics of update from the Office of Drug and Alcohol Policy and Compliance (ODAPC), Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operators, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, and various other sessions catered to running a compliant drug and alcohol program.

The cost of the conference, 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 as the expenses for this trip will exceed \$500.00.

**Fiscal Impact:**

It is estimated that the cost of this training will not exceed \$1250.00, including the conference and travel expenses. The training cost is contained in the adopted FY 2023 Budget; No budget action is required with approval of this item.

**Attachments:**

1. Conference Guide



## 16th Annual FTA Drug and Alcohol Program National Conference

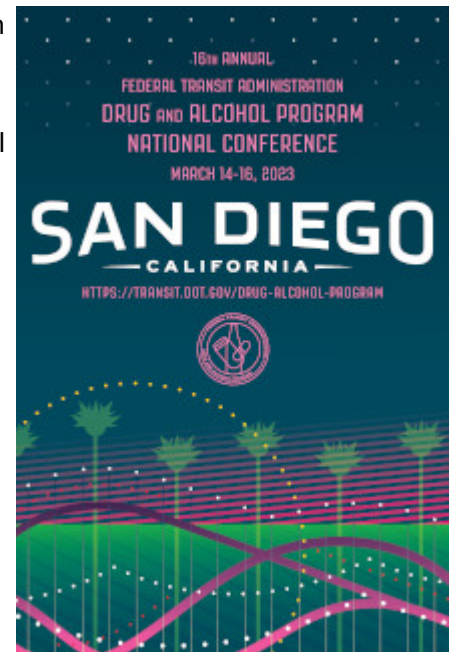
**March 14-16, 2023 / San Diego, CA**

[Home](#) [Location/Hotel](#) [Registration](#) [Agenda & Speakers](#) [Presentations & Course Descriptions](#)

This **FREE** three-day conference will provide attendees with a background on 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operators) and 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs). This year, the conference will be a hybrid event, with some sessions available to a remote audience.

Attendees can choose from a variety of sessions to customize their experience for the specific needs of their employer and knowledge level of the regulations. The conference will include training for beginner Drug and Alcohol Program Managers (DAPMs), an update from the Office of Drug and Alcohol Policy and Compliance (ODAPC), and various other sessions catered to running a compliant drug and alcohol program. Additionally, there will be networking opportunities, access to FTA and other federal drug and alcohol compliance experts, and much more.

There is no registration fee to attend this conference. Attendees are financially responsible for all travel related expenses, including all meals. Space is limited, and registrations will be processed on a first-come, first-served basis.



*Download the 16th Annual FTA Drug and Alcohol Program National Conference app for you mobile device:*



[Register for the conference](#)

If you have any questions or concerns, please contact the FTA Drug and Alcohol Project Office at (617)494-6336 or [FTA.DAMIS@dot.gov](mailto:FTA.DAMIS@dot.gov).

Updated: Tuesday, January 17, 2023

[Submit Feedback >](#)



# 16th Annual FTA Drug and Alcohol Program National Conference

**March 14-16, 2023 / San Diego, CA**

[Home](#) [Location/Hotel](#) [Registration](#) [Agenda & Speakers](#) [Presentations & Course Descriptions](#)

## Monday, March 13, 2023

Hide...

2:00 pm – 4:00 pm

***Name Badge and Conference Materials Pick-Up***

## Tuesday, March 14, 2023

Hide...

8:00 am – 4:30 pm

***Name Badge and Conference Materials Pick-Up***

9:00 am – 4:00 pm

**Beginner Drug and Alcohol Program Manager (DAPM) Training**

*George Gilpatrick & Joseph Lofgren*

10:30 am – 11:45 am

BREAKOUT SESSIONS

- **DOT Test Refusals**

*Craig McNulty*

- **Records Retention Requirements and Best Practices**

*Trent Fontanella*

11:45 am – 1:15 pm

***Lunch Break***

1:15 pm – 2:30 pm

BREAKOUT SESSIONS

- **The Return to Duty Process**

*John Spelman & William "Reggie" Smith*

- **Trends in Cannabis Use**

*Sean Oswald*

2:30 pm – 2:45 pm

***Break***

2:45 pm – 4:00 pm

BREAKOUT SESSIONS

- **MIS Reporting and Testing Trends**

*Michael Redington*

- **Roles of the MRO and MRO Assistant**

*Dr. Todd Simo & Toni Clay*

[Submit Feedback >](#)



\*Agenda is subject to change.

**Wednesday, March 15, 2023**

Hide... 

8:00 am – 8:30 am

***Name Badge and Conference Materials Pick-Up***

8:30 am – 9:00 am

**Welcome and Opening Remarks**

*Joe DeLorenzo & Iyon Rosario*

9:00 am – 10:00 am

**ODAPC: Part 40 Updates**

*Patrice Kelly*

10:00 am – 10:30 am

*Break*

10:30 am – 11:45 am

BREAKOUT SESSIONS

● **Well-Run Post Accident Programs**

*Trent Fontanella*

● **A Compliant FTA Drug and Alcohol Policy**

*Joseph Lofgren & John Spelman*

● **Beating the Cheaters**

*Craig McNulty*

● **Subrecipient and Contractor Oversight**

*Diana Byrnes & Edin Memic*

● **Roles of the MRO and MRO Assistant**

*Dr. Todd Simo & Toni Clay*

11:45 am – 1:15 pm

*Lunch Break*

1:15 pm – 2:30 pm

BREAKOUT SESSIONS

● **The Return to Duty Process**

*John Spelman & William "Reggie" Smith*

● **USDOT-Regulated Testing: Hot Topics**

*Patrice Kelly*

● **Small Transit Employers: Challenges and Best Practices**

*Craig McNulty*

● **Jeopardy!**

*Michael Redington*

● **TPA Oversight**

*Toni Clay*

2:30 pm – 2:45 pm

*Break*

2:45 pm – 4:00 pm

BREAKOUT SESSIONS

● **Ask the FTA Auditors: The Audit Process**

*Lori DeCoste, Felicity Shanahan, Joseph Lofgren, & John Spelman*

● **Common Pitfalls and Pro Tips**

*George Gilpatrick*

● **Reviewing Your Collection Sites**

*Diana Byrnes*

● **Employee Onboarding Under Part 655**

*Kimberely Wells*

● **Trends in Cannabis Use**

*Sean Oswald*

Submit Feedback >

\*Agenda is subject to change.

**Thursday, March 16, 2023**

Hide... 

9:00 am – 10:15 am

BREAKOUT SESSIONS

● **A Compliant FTA Drug and Alcohol Policy**

*Joseph Lofgren & John Spelman*

● **Well-Run Post Accident Programs**

*Trent Fontanella*

● **DOT Test Refusals**

*Craig McNulty*

● **Subrecipient and Contractor Oversight**

*Diana Byrnes & Edin Memic*

● **Employee Onboarding Under Part 655**

*Kimberely Wells*

10:15 am – 10:30 am

*Break*

10:30 am – 11:45 am

BREAKOUT SESSIONS

● **USDOT-Regulated Testing: Hot Topics**

*Patrice Kelly*

● **MIS Reporting and Testing Trends**

*Michael Redington*

● **Common Pitfalls and Pro Tips**

*George Gilpatrick*

● **Beating the Cheaters**

*Craig McNulty*

● **TPA Oversight**

*Toni Clay*

11:45 am – 1:15 pm

*Lunch Break*

1:15 pm – 2:30 pm

BREAKOUT SESSIONS

● **Reviewing Your Collection Sites**

*Diana Byrnes*

● **Ask the FTA Auditors: The Audit Process**

*Lori DeCoste, Felicity Shanahan, Joseph Lofgren, & John Spelman*

● **Records Retention Requirements and Best Practices**

*Trent Fontanella*

● **Small Transit Employers: Challenges and Best Practices**

*Craig McNulty*

2:30 pm – 2:45 pm

*Break*

2:45 pm – 4:00 pm

● **Transportation Drug and Alcohol Discussion Forum**

*Toni Clay & George Gilpatrick*

\*Agenda is subject to change.

Submit Feedback >

If you have any questions or concerns, please  
contact the FTA Drug and Alcohol Project Office at  
(617)494-6336 or [FTA.DAMIS@dot.gov](mailto:FTA.DAMIS@dot.gov).

Updated: Tuesday, January 17, 2023

[Submit Feedback >](#)



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Nancy Vera, Human Resources Manager

**DATE:** February 7, 2023

**SUBJECT:** Approval of Travel Expenses Exceeding \$500.00 per trip for the Human Resources Analyst I to attend the 2023 California State HR Advocacy and Legislative Conference on April 12 – 14, 2023, in Sacramento, California.

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Approval of the travel expenses exceeding \$500.00 per trip for the Human Resources Analyst I to attend the 2022 California State HR Advocacy and Legislative Conference on April 12 – 14, 2023, in Sacramento, California.
- 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 approval of staff to attend the Human Resources Analyst I, Nancy Nelson, to attend the 2023 California Society for Human Resources Management (CalSHRM) HR Advocacy and Legislative Conference Academies on April 12 – 14, 2023, in Sacramento, California.

This training is designed for California Human Resources/Labor Relations Professionals and includes topics of leave of absence, employment case law, active shooter response, and workplace investigations, among many other topics.

The cost of the conference, 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 as the expenses for this trip will exceed \$500.00.

**Fiscal Impact:**

It is estimated that the cost of this training will not exceed \$2100.00, including the conference and travel expenses. The training cost is contained in the adopted FY 2023 Budget; No budget action is required with approval of this item.

**Attachments:**

1. Conference Guide

**SUMMARY** AGENDA TRACKS SHERATON GRAND SPEAKERS  
SPONSORS RATES FAQs PARKING CONTACT US

JOIN US

Already Registered?

# 2023 California State HR Advocacy & Legislative Conference

April 12, 2023 – April 14, 2023

Sheraton Grand  
Sacramento Hotel  
1230 J St.  
Sacramento, CA 95814

Follow us on:



## Welcome



The 2023 California State HR Advocacy & Legislative Conference is the premier employment law and legislative advocacy conference in California.

In the past, more than 500 human resource and business professionals from across the world, with employees in California, have attended this unique advocacy and employment legislation conference.

Our in-depth content attracts senior level HR professionals, including CHRO's, EVP's, VP's, and more – to California's only HR conference dedicated to California Employment Law and Legislative Advocacy.

The conference provides an opportunity for HR and business professionals to meet with their legislative representatives and staffs, helping to shape future public policies and amplify HR's voice at California's state capitol.

The conference provides over 15 hours of learning sessions to help attendees with navigating and mitigating California's complex legal, legislative and judicial landscapes.

Our program features well known premier California attorneys and business experts, delivering up to date information on the current legislative climate, recent case law implications in employment practices, and best practices for establishing risk-adverse policies under the laws in California.

**Conference  
Only Rates**  
  
**(No Education  
Class or Train  
the Trainer  
Session)**  
  
**April 12th -  
14th**

**Conference  
PLUS SHRM  
Education  
Credential  
Course Rates**  
  
**Class April  
10th & 11th,**

**Conference  
PLUS**  
  
**Pre-  
Conference  
Workshop**  
  
**California  
Harassment  
Prevention**

## Conference April 12th-14th

## Train-the-Trainer

Early Bird rates **through**

**01/31/2023**

**SHRM MEMBER:**

**\$595.00**

**GENERAL PUBLIC:**

**\$725.00**

Early Bird rates **through**

**01/31/2023**

**SHRM MEMBER:**

**\$1,952.50**

**GENERAL PUBLIC:**

**\$2,227.50**

## Presented by Fisher Phillips

Early Bird rates **through**

**01/31/2023**

**SHRM MEMBER:**

**\$695.00**

**GENERAL PUBLIC:**

**\$875.00**

## EVENT DETAILS

### Conference Only

April 12-14, 2023 | 12:00 pm - 5:00 pm each day ending at 1:15 pm on Friday

April 12,  
2023 – April  
14, 2023

Add to  
Calendar

### Conference PLUS Education Course

April 10th & 11th, 2023 | 8:30 am - 5:00 pm each class day.  
Conference Wednesday 12:00 pm ending at 1:15 pm on  
Friday

April 10th - 11th,  
2023 Class

April 12th - 14th,  
2023 Conference

Add to  
Calendar

## Location:

Sheraton Grand Sacramento Hotel  
1230 J St.  
Sacramento, CA 95814  
USA

## Questions?

Contact  
Us

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## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Accept all bids, and Adopt a Resolution Authorizing the City Manager or his designee to enter and execute an agreement with the awarded Contractor Amerivet Contracting Co. for the construction of the Vacuum Truck Storage Building at the Wastewater Treatment Plant (WWTP) and Authorize the City Manager or designee to make the monetary budget amendment.

---

### Recommendation:

Staff recommends the City Council:

- 1) Accept all bids
- 2) Adopt a Resolution Authorizing the City Manager or designee to enter and execute a standard agreement with the awarded Contractor Amerivet Contracting Company in an amount not to exceed \$85,390.00.
- 3) Authorize the City Manager or designee to make a \$20,390.00 monetary budget amendment from the Adopted CIP FY22/23 Wastewater Capital Outlay budget to the Vacuum Truck Storage Building, Project 22018.
- 4) 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:**

The City recently purchased a vacuum truck that was delivered in August 2021. In order to ensure the truck maintains its integrity and to minimize impact from weathering or vandalism, Staff's proposal is to demolish the existing damaged storage building and replace it with a new storage building that can also act as a parking garage for the vacuum truck.

**Discussion:**

The RFP for this project was advertised on December 18, 2023, and on January 25, 2023, the City of Wasco received four proposals from the following bidders:

<b>FIRM</b>	<b>BID TOTAL</b>
Amerivet Contractors	\$ 85,390.00
BMV Construction Group Inc.	\$229,450.90
Spiess Construction	\$382,770.00
Unified Field Services	\$134,321.48

After reviewing the bid submittals, Staff has determined that Amerivet Contractors is the lowest-cost qualified bidder, and as such, Staff recommends awarding the Project to Amerivet Contractors.

**Fiscal Impact:**

The City had budgeted \$65,000.00 from the CIP FY 22/23 Wastewater Impact Fees for the construction of the vacuum truck building. The lowest bidder came in at \$85,390.00, making this project need extra monies to cover the deficit of \$20,390.00. The Adopted CIP FY22/23 Wastewater Capital Outlay Fund has a current balance of \$548,330.57 (Acct. 30400-52040). Allocating \$20,390.00 from here to the Vacuum Truck Storage Building, Project 22018 (Acct. 52040-22018), would leave the Wastewater Capital Outlay with \$527,940.57 remaining.

A budget transfer is being requested in the amount of \$20,390.00 in order to approve a contract with Amerivet Contractors in the amount of \$85,390.00.

<b>Project Costs and Funding Sources:</b>							
<i>Project Costs by Phase</i>							
	<b>Project Costs by Phase</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction		25,000					25,000
Construction Management		5,000					5,000
Equipment Acquisition		35,000					35,000
<b>Total</b>	-	65,000	-	-	-	-	65,000
<i>Project Funding Sources</i>							
	<b>Project Funding Sources</b>						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Wastewater Impact Fees		65,000					65,000
							-
							-
<b>Total</b>	-	65,000	-	-	-	-	65,000
<b>Project Effect on the Operating Budget: None</b>							

**Attachments:**

1. Bid Summary
2. Resolution
3. Agreement



# CITY OF WASCO BID SUMMARY

Vacuum Truck Storage Building at WWTP

Bids Opened @ 2:00 PM on 1/25/2023

FIRM	Demolition of Existing Building 1 LS	Resurface Existing Concrete 1,223 SF	Grading & Compaction 1 LS	6" Thick Concrete 277 SF	New Building 1 LS	TOTAL BID AMOUNT	Bid Difference over lowest Bidder
<b>Amerivet Contractors</b>	<b>\$ 10,360.00</b>	<b>\$ 3,790.00</b>	<b>\$ 2,000.00</b>	<b>\$ 10,200.00</b>	<b>\$ 59,040.00</b>	<b>\$ 85,390.00</b>	<b>\$ -</b>
Spiess Construction	\$ 46,000.00	\$ 24,460.00	\$ 68,000.00	\$ 8,310.00	\$ 236,000.00	\$ 382,770.00	\$ 297,380.00
Unified Field Services	\$ 23,639.79	\$ 4,427.26	\$ 4,648.92	\$ 14,301.51	\$ 87,304.00	\$ 134,321.48	\$ 48,931.48
BMV Construction Group Inc.	\$ 13,750.00	\$ 10,150.90	\$ 11,200.00	\$ 13,850.00	\$ 180,500.00	\$ 229,450.90	\$ 144,060.90

**RESOLUTION NO. 2023 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE A MONETARY BUDGET AMENDMENT TO THE ADOPTED FY 2022-2023 WASTEWATER CAPITAL OUTLAY IN THE AMOUNT OF \$20,390 AND ENTER AND EXECUTE AN AGREEMENT WITH AMERIVET CONTRACTING COMPANY IN AN AMOUNT NOT TO EXCEED \$85,390.00.**

**WHEREAS**, the City approves a monetary budget amendment of \$20,390 from the adopted FY 22/23 Wastewater Capital Outlay fund to The Vacuum Truck Storage Building, Project 22018; and

**WHEREAS**, the budget adopted for FY 22/23 Vacuum Truck Storage Building at the WWTP Project 22018 did not account for this \$20,390 deficit; and

**WHEREAS**, this budget amendment will proceed in accordance with generally accepted accounting principles; and

**WHEREAS**, the City Council believes in Government transparency and that adjusting the adopted Wastewater Capital Outlay for FY 22/23 will provide greater transparency; and

**WHEREAS**, the City wishes to contract with Amerivet Contracting Company to perform construction services for the Vacuum Storage Building at the WWTP Project 22018; 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**, Amerivet Contracting Company 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**, Amerivet Contracting Company 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; and

**WHEREAS**, Amerivet Contracting Company agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of January 25, 2023.

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

**SECTION 1:** Authorizes the City Manager or designee to make the monetary budget amendment of \$20,390 from the adopted FY 22/23 Wastewater Capital Outlay fund to The Vacuum Truck Storage Building, Project 22018.

**SECTION 2:** Authorizes the City Manager or his designee to enter and execute the agreement with Amerivet Contracting Company.

-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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

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

## **AGREEMENT No 2023 -**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF WASCO, hereinafter "City", and Amerivet Contracting Company, hereinafter "Contractor,"

### **W I T N E S S E T H:**

WHEREAS, City wishes to hire Contractor to demolish the existing WWTP storage building, remove the existing perimeter footing, remove a section of the concrete driveway, grade and compact the natural earth where the new foundation will be poured, resurface existing concrete, construct a new building and such other services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions described hereinafter and Contractor is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor hereby agrees to perform the Services under the terms and conditions described hereinafter.
3. Contractor shall perform the Services for a total price of not to exceed \$86,390 (the "Total Price"). The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager and the City Council.
4. Contractor shall complete the Demolition Services within thirty (30) working days after issuance of a Notice to Proceed by the City. The building schedule will be dependent on the lead time of the pre-manufactured structure. Contractor shall submit to the City a proposed construction schedule prior to the end of the 30 working days allowable for demolition.
5. Contractor shall provide a performance bond to ensure completion of the Services and a payment bond to ensure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are

necessary or convenient to completing the Services at Contractor's sole cost and expense.

6. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days' notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor shall pay, and shall require subcontractors to pay, employees working for a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determination and wage standards for the State of California. In accordance with Section 1775 of California Labor Code, Contractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Contractor and its subcontractors shall pay to persons employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Contractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Contractor.

8. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof and any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

9. In addition to any other method of termination described in this

Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours' notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

10. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

11. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions on the premises where the Services are performed. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractor's officers, employees, , subcontractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

12. Contractor shall not assign any portion of this Agreement to any other



person or entity.

13. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8<sup>th</sup> Street, Wasco, California 93280, Fax — (661) 758-7239, Email — [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org); and Contractor — Drew Simpson 1706 Hoover Ave, National City, CA 91950, Phone— (619) 721-5002, Email— [Seth@vetcontracting.com](mailto:Seth@vetcontracting.com). Any party may change its address or fax number by giving notice to the other party in the manner herein described.

15. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

16. This Agreement may only be amended by a writing executed by all parties.

17. Each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

18. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

19. This Agreement may be executed in counterparts. A facsimile or electronic version of this Agreement shall be as effective as the original for all purposes.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Subject to the restrictions on assignment in Paragraph 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

22. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

23. Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first hereinabove written.

\_\_\_\_\_  
M. SCOTT HURLBERT, City Manager, City of  
Wasco, California, "**City**"

Amerivet Contracting Company, "**Contractor**"

By: \_\_\_\_\_  
Drew Simpson, President

## EXHIBIT "A"

### BID SCHEDULE

#### Vacuum Truck Storage building at WWTP

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Demolition of Existing Building	LS	1	\$10,360.00	\$10,360.00
2	Resurface Existing Concrete	SF	1223	\$3.10	\$3,790.00
3	Grading & Compaction	LS	1	\$2,000.00	\$2,000.00
4	6" Thick Concrete	SF	277	36.83	\$10,200.00
5	New Building	LS	1	\$59,040.00	\$59,040.00

**TOTAL BID AMOUNT:** \$85,390.00

Acknowledgment of Addenda  
Addendum No. Initial

001

002

003

Drew Simpson/ President

Printed Name / Title



Signature

Amerivet Contracting

Company

1059200/10/31/2023

Contractor's License Number / Expiration Date

Selection of bidder shall be based on the lowest responsive and responsible bid for the combined total of construction items. The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item(s) from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Approval of Training Expenses exceeding \$500.00 per registration for the Public Works Director to attend the League of California Cities Public Works Officers Institute from March 29-31, 2023 in Universal City, CA.

---

**Recommendation:**

Staff recommends the City Council:

- 1) Approval of Training Expenses exceeding \$500.00 per registration for the Public Works Director to attend the League of California Cities Public Works Officers Institute from March 29-31, 2023, in Universal City, CA.
- 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 Public Works Director is requesting approval to attend the League of California Cities Public Works Officers Institute on March 29-31, 2023, being held at Universal City, CA. Approval for the Public Works Director to attend will be covered by the Engineering Training and Travel budget.

The League of California Cities Public Works Institute held jointly with the County Engineers Association of California (CEAC), is an educational conference designed to assist Public Works professionals with the information needed to run Public Works Departments more effectively. The education sessions cover an array of topics in Public Works, including but not limited to:

- Public Construction
- Contracting Laws
- Sustainable Water Supplies
- Pavement Management
- Recycling Changes
- Extreme Hazards
- Grant Opportunities

In addition, the opportunities available for networking will provide the Public Works Director with the opportunity to identify resources, experiences, and knowledge from other cities. The City Council must approve the travel requested as the expenses for the cost of the trip will exceed \$500.00.

**Fiscal Impact:**

It is estimated that the cost for one staff member to attend the three-day conference will not exceed \$1,600.

**Attachments:**

1. League of California Public Works Officers Institute Information



March 8-10, 2023 ◆ Universal City, CA

# Public Works Officers Institute

Register now!

# Public Works Officers Institute

March 8-10, 2023

Universal City Hilton

555 Universal Hollywood Drive, Universal City, CA

**Register** ([https://www.eventsquid.com/contestant-reg.cfm?event\\_id=19127](https://www.eventsquid.com/contestant-reg.cfm?event_id=19127))

Designed for public works professionals of all career levels, this conference provides you with the essential information and updates necessary to most effectively run city and county public works departments. Now, more than ever, the opportunity for city and county officials to learn from and network with each other provides invaluable support. Sessions cover a variety of topics such as road safety, bridge programs, legislative updates, and leadership topics.

Held jointly with the County Engineers Association of California (CEAC).



For questions, please contact the Associate Manager, Event Program **Katie Pebler** (<mailto:kpebler@calcities.org>) .





Please see our event and meeting policies ([/education-and-events/event-and-meeting-policies-26201#0](#)) .

Become a sponsor (<https://www.cacities.org/Special-Pages/E-shop/Conference-Sponsorships/Public-Works-Officers-Institute.aspx>)

## 2023 Institute Information

### Registration →

#### Full Registration Includes:

- admission to all educational sessions
- admission to Wednesday reception, Thursday breakfast and lunch, Friday breakfast
- access to all program materials

**Register online** (<https://www.eventsquid.com/register/19127>) (requires credit card) by Tuesday, Feb. 28.

***There is limited capacity for this event and registration is subject to sell out prior to the registration deadline. Register early!***

Mail-in registration (pay by check): Contact [Megan Dunn \(mailto:mdunn@calcities.org\)](mailto:mdunn@calcities.org) to request a registration form.

Special needs? Contact [Megan Dunn \(mailto:mdunn@calcities.org\)](mailto:mdunn@calcities.org) by Tuesday, Feb. 28.

Full Conference (Wednesday, March 8 - Friday, March 10).

Member City Officials and Staff	\$625
Non-Member City Officials and Staff	\$1,500
All Others	\$750

One-Day\_\_\_\_\_

Member City Officials and Staff	\$350
Non-Member City Officials and Staff	\$1,350
All Others	\$475

Add-Ons\_\_\_\_\_

Guest Reception Pass	\$50
Expo Only	\$125

*\*The guest/spouse fee is restricted to persons who are not city or public officials, are not related to any League Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to the Wednesday reception only. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse.*



Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to **Megan Dunn** (<mailto:mdunn@calcities.org>), and received on or before Tuesday, Feb. 28. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

## Hotel and Travel →

The Public Works Officers Institute is held at the Universal City Hilton, 555 Universal Hollywood Drive, Universal City, CA.

A limited number of hotel rooms are available at a reduced rate for conference attendees. The discounted hotel rate cut-off for the Universal City Hilton is Tuesday, February 14, 2023.

**STEP ONE:** Register for the conference.

After your registration for the conference is received and processed, a confirmation email will be sent containing a link to the discounted hotel reservations page.

**STEP TWO:** Book a hotel room.

Hotels are subject to sell out prior to the deadline. Reserve early!

**Group Hotel Rate (per night):** \$209 – Single/Double Occupancy (plus tax and fees)

## Hotel Changes or Cancellations

Hotel reservation changes, date modifications, early check-out, or cancellations must be made directly through the hotel. Please note that after the discounted hotel rate cut-off date has passed, you may incur a financial penalty and minimum one-night room charge or attrition fees.



*when you make your hotel reservation for the conference or meeting. The information shared between Cal Cities and the hotel(s) will be limited to your first name, last name, email, and dates/length of stay in the hotel.*

**CAUTION!** *You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.*

## Parking and Transportation

The Universal City Hilton is centrally located to Burbank, downtown Los Angeles and Hollywood with easy access to airports and freeways. Plus, the entrance to Universal Studios Hollywood is within walking distance.

Discounted Self- Parking (per night): \$20 (subject to availability)

Valet Parking (per night): \$45 (subject to change)

In addition to on-site parking, several privately owned parking garages are also within walking distance of the hotel. (Parking rates vary by location and are subject to change without notice).

### Nearby airports include:

Hollywood Burbank Airport/Bob Hope Airport: 6 miles

Los Angeles International Airport: 27 miles

John Wayne Airport/Orange County: 52 miles



Wednesday, March 8 →

**Cal Cities Registration Open**  
**Exhibit Hall Open (Wednesday only)**

*10:00 a.m.-6:00 p.m.*

**Lunch On Your Own**

*11:00 a.m.–12:30 p.m.*

**Opening General Session**

*1:00-2:30 p.m.*

**Cal Cities/CEAC President's Welcome**

**Opening Keynote: Leading Change by Changing the Way We Lead**

As a leader, you get better by change, not chance. The world of work has changed and continues to change. Blue-collar workers are more often recognized as the backbone of local government. What are the skills needed to lead this important group? How can managers create a purpose-filled vision that instills passion, drives performance, and produces collective success? Learn the skills and habits of 21st Century leaders by attending this session designed to make you laugh, learn, and leave with new mindsets and skill sets. You'll also find out workplace cold hard facts, why managers fail to get better, and how to ignite your public works team members through engagement, encouragement, and empowerment. Lastly, you'll understand how to develop your "positivity" reflex and utilize it in the future, long after the presentation.

**Speaker:** Ron Williams, Vice President of Personal Services Plus, LLC



engagement, and executive coaching make him one of the nation's leading resources in understanding organizational and individual success and achievement. Ron has held many high-profile positions in his career, including as Chief of Staff for the District of Columbia's Human Resources Department and General Manager of the Western Region for Nike. Ron created the Corporate Diversity department at Nike and was Nike's Director of Training and Development. Ron has also worked with many federal government agencies helping them to develop programs to optimize their human capital.

### **Visit with Exhibitors**

*2:30-2:45 p.m.*

### **Concurrent Sessions**

*2:45-4:00 p.m.*

### **Public Construction and Contracting Law Update for California**

Discover the case studies, public project contractor negotiation, and best practices that can safeguard your community from disputed agreements and potential litigation. These disagreements often result from legislative and regulatory changes in California public construction and contracting law that impact cities and counties.

### **Becoming Part of the Conversation: Increasing Public Works' Public Perception**

Public works departments play a major role in making everyday life as safe and convenient as possible for everyone. This panel discussion will focus on public outreach strategies and tactics you can use to educate your community on, such as major infrastructure projects that change their commute or newly





## Visit with Exhibitors

*4:00-4:15 p.m.*

## Concurrent Sessions

*4:15-5:30 p.m.*

### Making Public Engagement Work for Public Works

The public's increasing desire to have their say about everything from road designs to rate structures, environmental programs and more has posed new challenges for public works professionals. Learn how to meet new expectations for community engagement without giving up control or compromising your technical expertise. This session will provide real-life case study examples of how to engage the right people at the right time on the right decisions, plus some painful lessons from public engagement gone terribly wrong. In the end, participants will leave feeling more empowered, confident, and prepared when asked to engage the public.

### Effective Pavement Program Management for Cities and Counties

Agencies throughout California utilize pavement management systems to monitor existing pavement condition. A successful program integrates the existing pavement condition with a toolbox of various treatments for different pavement needs. The session will also briefly provide an overview of the importance of pavement compaction and an overview of the roles of contractors and agency representatives to maximize the performance of the pavement. Panelists will offer insight and best practices drawn from many years of research into effective pavement program management. Lastly, receive an update on the latest activities and initiatives sponsored by the City



## Drought and Potable Reuse on California's Central Coast

A combination of drought and population growth has overstressed California's water supply infrastructure. The California Central Coast is now implementing multiple advanced treated recycled water projects to create a new and sustainable water supply. These projects represent pinnacle engineering efforts to secure sustainable water for our communities, with each project injecting the purified water into their respective groundwater basins for storage and protection against seawater intrusion. Panelists will address the permitting, public support, financing, and engineering elements necessary to implement recycled water projects.

### Networking Reception

*5:30-6:30 p.m.*

Make new friends and catch up with old ones while enjoying delicious appetizers and tasty beverages during the evening networking reception. It's the perfect opportunity to form support networks within your profession.

**Thursday, March 9 →**

### Cal Cities Registration Open

*8:00 a.m.-4:00 p.m.*

### Networking Breakfast

*8:00-9:00 a.m.*

### General Session

*9:00-10:30 a.m.*



## What Public Works Professionals Need to Know about Finance

Learn the latest hot topics when it comes to California's municipal public works financing, including the latest on state and local transportation funding. Geared towards public works professionals, understand the rules and trends in taxes, fees and other revenues; the relationship with the state budget, and problems and prospects for reform. Get answers to the most pressing fiscal issues facing public works.

### Break

*10:30-10:45 a.m.*

### Concurrent Sessions

*10:45 a.m.-noon*

## Project Labor Agreements for Local Public Works Projects

Project Labor Agreements (PLAs), once limited to mega projects, are being used on routine, local projects. Why is that, and what are the advantages and downsides? This session will provide the basic legal background on PLAs, including enabling legislation and history, what they do and don't do, legal pros and cons, and how their use has changed over time. Leading PLA experts will detail their experience with the implementation of PLAs, including the impact on the bidding process, management, and cost of their projects.

## The Changing Landscape of Recycling: Local Market Development and Participation

The way we recycle in California is on the verge of drastic change. With the passage of several new landmark bills, California will need to recycle the old



## **Extreme Hazards: Planning, Recovery and Resilience**

Fire, flashflood, debris flows, extreme heat, and seismic hazards - this session builds off of instant polling feedback received at the 2022 Public Works Officers Institute and dives deeper into the current and future “extreme hazard” challenges facing California’s cities and counties. State and local leaders will share the latest lessons learned, and GIS resources: funding and technical assistance available for suburban, urban, and rural communities. Interactive polling will be used to jump-start conversations with your colleagues on overcoming the many hurdles (i.e.: documentation and contracting!) and cost-effective, realistic-to-implement ideas that you can take home to your team.

## **Networking Luncheon**

*12:00-1:30 p.m.*

## **Concurrent Sessions**

*1:30-2:45 p.m.*

## **State of Infrastructure Investment and Jobs Act**

Over the next five years, the federal government is making significant funding available to states and localities to improve roads and bridges, water infrastructure, resilience, internet, and more. In this session, hear from lead state agencies on the status of the formula funding, where and how to best apply, and discuss best practices with other local governments about applying for competitive grants.

## **Don't Throw Paving Dollars Out with the Trash**

Do you have enough money for pavement maintenance? The statewide average Pavement Condition Index for local streets and roads is 66. This “at



## **SB378 and New Innovations for the Deployment of Fiber Networks**

The panel will focus on broadband deployment strategies and the use of innovative methodologies to install fiber networks more efficiently and with less impact on streets. Also highlighted will be potential cost savings, lighter environmental impacts (spoils, air quality, vehicle trip reductions, etc.), and maximizing investment dollars for community benefit.

### **Break**

*2:45-3:00 p.m.*

### **Concurrent Sessions**

*3:00-4:15 p.m.*

## **Case Study: Broadband Internet and Smart City Applications**

Learn how the city of Placentia entered into a unique partnership to deliver fiber optic broadband internet access to every home and business in the city utilizing a new micro-trenching technique within the city's road right-of-way. The Placentia FiberCity® Project is a privately funded, \$35 million investment in Placentia that will deliver high speed broadband access to every resident and business. This presentation will focus on the construction methods used to install the fiber system as well as how the city managed the contractor's efforts in delivering this city-wide project.

## **Making Public Works an Attractive Option in a Changing Workplace**

The current workplace looks different, the labor force has changed, and the job market is volatile. Public works organizations are facing new workforce challenges while the largest ever investment in infrastructure is happening. So,



## Going to the Well: Discussing Municipal Water Issues

As the drought in California worsens, having a wide perspective on municipal water issues can lead to positive change. Hear from state agencies and local water utilities on what the pressing issues are for California cities and counties when it comes to water quality and supply.

Friday, March 10 →

### Cal Cities Registration Open

8:00-10:00 a.m.

### Cal Cities Breakfast

8:00-9:00 a.m.

### General Session

9:00-10:00 a.m.

Receive a legislative update curated for public works professionals leading California cities.

### Break

10:00-10:10 a.m.

### Closing General Session

10:10-11:30 a.m.





stimulating your team's growth and development when applied to day-to-day management? Public works directors must be able to direct their teams with maximum clarity and efficiency. And yet, this same approach when applied outside of a crisis can impede learning and create dependency. Effective leadership requires the ability to pivot between a command-and-control style to an approach grounded in a coaching mindset. During this interactive session you will learn how to utilize coaching techniques to unlock peak performance across all levels of your organization. Once embedded in your leadership style and the department's culture, the cascading effects of a coaching mindset will free up your top leaders to focus on an even higher vision.

## Adjourn

11:30 a.m.

## Session Descriptions →

### **2023 Public Construction and Contracting Law Update for California**

Discover the case studies, public project contractor negotiation, and best practices that can safeguard your community from disputed agreements and potential litigation. These disagreements often result from legislative and regulatory changes in California public construction and contracting law that impact cities and counties.

### **What Public Works Professionals Need to Know about Finance**

Learn the latest hot topics when it comes to California's municipal public works financing, including the latest on state and local transportation funding. Geared toward public works professionals, understand the rules and trends in taxes, fees, and other revenues; the relationship with the state budget, and problems and prospects for reform. Get answers to the most pressing fiscal issues facing public works.

### **Becoming Part of the Conversation: Increasing Public Works' Public Perception**

Public works departments play a major role in making everyday life as safe and



like SB 1383, the organics mandate to dispose of all food products into green waste cans and how to prepare for natural disasters like floods, wildfires, and earthquakes.

### **Making Public Engagement Work for Public Works**

The public's increasing desire to have their say about everything from road designs to rate structures, environmental programs and more has posed new challenges for public works professionals. Learn how to meet new expectations for community engagement without giving up control or compromising your technical expertise. This session will provide real-life case study examples of how to engage the right people at the right time on the right decisions, plus some painful lessons from public engagement gone terribly wrong. In the end, participants will leave feeling more empowered, confident, and prepared when asked to engage the public.

### **Drought and Potable Reuse on California's Central Coast**

A combination of drought and population growth has overstressed California's water supply infrastructure. The California Central Coast is now implementing multiple advanced treated recycled water projects to create a new and sustainable water supply. These projects represent pinnacle engineering efforts to secure sustainable water for our communities, with each project injecting the purified water into their respective groundwater basins for storage and protection against seawater intrusion. Panelists will address the permitting, public support, financing, and engineering elements necessary to implement recycled water projects.

### **Project Labor Agreements for Local Public Works Projects**

Project Labor Agreements (PLAs), once limited to mega projects, are being used on routine, local projects. Why is that, and what are the advantages and downsides? This session will provide the basic legal background on PLAs, including enabling legislation and history, what they do and don't do, legal pros and cons, and how their use has changed over time. Leading PLA experts will detail their experience with the implementation of PLAs, including the impact on the bidding process, management, and cost of their projects.



Hear from experts on the latest in the recycling space and what your area needs to do to navigate the new recycling mandates.

### **Extreme Hazards: Planning, Recovery, and Resilience**

Fire, flashflood, debris flows, extreme heat, and seismic hazards — this session builds off of instant polling feedback received at the 2022 Public Works Officers Institute and dives deeper into the current and future “extreme hazard” challenges facing California’s cities and counties. State and local leaders will share the latest lessons learned, and GIS resources: funding and technical assistance available for suburban, urban, and rural communities. Interactive polling will be used to jump-start conversations with your colleagues on overcoming the many hurdles (i.e.: documentation and contracting!) and cost-effective, realistic-to-implement ideas that you can take home to your team.

### **State of Infrastructure Investment and Jobs Act**

Over the next five years, the federal government is making significant funding available to states and localities to improve roads and bridges, water infrastructure, resilience, internet, and more. In this session, hear from lead state agencies on the status of the formula funding, where and how to best apply, and discuss best practices with other local governments about applying for competitive grants.

### **Don't Throw Paving Dollars Out with the Trash**

Do you have enough money for pavement maintenance? The statewide average Pavement Condition Index for local streets and roads is 66. This “at risk” condition indicates that current maintenance funds are insufficient. Hear how one California city successfully secured extra funding sources, and how you can adopt these financial saving practices in your community.

### **SB378 and New Innovations for the Deployment of Fiber Networks**

The panel will focus on broadband deployment strategies and the use of innovative methodologies to install fiber networks more efficiently and with less impact on streets. Also highlighted will be potential cost savings, lighter environmental impacts



## Case Study: Broadband Internet and Smart City Applications

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## Making Public Works an Attractive Option in a Changing Workplace

The current workplace looks different, the labor force has changed, and the job market is volatile. Public works organizations are facing new workforce challenges while the largest ever investment in infrastructure is happening. So, how do we find success in this divergent situation? It requires that public works leaders find creative means of retaining talent, recruiting in competitive markets, and inspiring the next generation to join our professions.

## Going to the Well: Discussing Municipal Water Issues

As the drought in California worsens, having a wide perspective on municipal water issues can lead to positive change. Hear from state agencies and local water utilities on what the pressing issues are for California cities and counties when it comes to water quality and supply.

[Explore Previous Institutes](#) →

## 2022 Institute Session Descriptions

[\(/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/2022-public-works-officers-institute-program.pdf?sfvrsn=2a5f9afd\\_3\)](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/2022-public-works-officers-institute-program.pdf?sfvrsn=2a5f9afd_3) **2022 Public Works Officers Institute Program (PDF)** [\(/docs/default-source/public-works-officers-institute---](/docs/default-source/public-works-officers-institute---)



## Tuesday, March 22 →

### Public Works Officers Welcome Reception

*5:30–6:30 p.m.*

Join the President and officers of the Public Works Department of the League of California Cities for a Welcome Reception with light appetizers and networking with other attendees on the evening before the conference. Beverages will be available for purchase.

## Wednesday, March 23 →

### Registration Open

*10:30 a.m.-6:00 p.m.*

### Exhibit Hall Open

*11:00 a.m.-6:30 p.m.*

### Opening General Session

*1:00 p.m.-2:15 p.m.*

Cal Cities/CEAC President's Welcome  
General Session Panel

#### **Natural Disaster Planning: What You Can Do to Prepare**

Are you thoroughly prepared for what, in many parts of the state, are no longer unexpected events? Between fire, flash-flood, and post-fire debris flows, natural disasters wreak havoc on our communities. In this session, panelists will recommend practical planning tips and tools, lessons learned from innovative efforts, and share collaborative



Sarah Rubin, Chief Outreach and Engagement Advisor, CA  
Department of Conservation

### **Speakers**

Steve Bohlen, Acting State Geologist, California Geological  
Survey

Jason Nutt, Assistant City Manager / Director of Transportation  
and Public Works, Santa Rosa

Kelsey Scanlon, Emergency Services Planner, Monterey County  
Office of Emergency Services

Jason Uhley, General Manager-Chief Engineer, Riverside County  
Flood Control and Water Conservation District

### **Visit with Exhibitors**

*2:15 p.m.-2:30 p.m.*

### **Concurrent Sessions**

*2:30 p.m.-3:45 p.m.*

#### **Managing Stormwater's Perfect Storm: Management, Finances, Law, and Politics**

Learn how to manage stormwater resources amid a myriad of rules and restrictions, climate change, and other challenges. With an eye to fiscal sustainability, discover the financial levers available for city leaders, new approaches and legislation, and a ten-step funding plan. An overview of relevant laws and case studies will frame the discussion.

#### **Moderator**

Steven Machida, Director of Public Works, San Carlos





Dan Schaaf, Vice President, Schaaf & Wheeler  
Tim Seufert, Managing Director, NBS

## **Challenges and Opportunities in Pavement Preservation**

Learn how to get the maximum performance out of preservation treatments through specification and quality assurance. Then, review future challenges for delivering multifunctional preservation treatments that not only preserve the pavement structure, but address transportation issues, human thermal comfort, and the environmental impact of materials and construction.

### **Moderator**

Shadi Saadeh, Professor, City and County Pavement Improvement Center, California State University, Long Beach

### **Speakers**

DingXin Cheng, Professor and Director, California Pavement Preservation Center

John Harvey, Director, City and County Pavement Improvement Center, University of California Davis

Sampat Kedarisetty, Graduate Student Researcher, University of California Davis

## **Good News: Communicating the Value of Public Works**

Unless the water is shut off or roads are closed, people tend to take for granted the significant role that public infrastructure plays in their daily lives, community safety, wellness, and connectivity. Whether you have communication support in your organization or are fitting outreach in where you can, the tools and tips presented in this session will help you build goodwill with your community through positive media coverage, the smart use of social media, and other tools.

### **Moderator**



Kristina Ray, Communication & Engagement Director, Carlsbad

## Visit with Exhibitors

3:45 p.m.- 4:00 p.m.

## Concurrent Sessions

4:00 p.m.- 5:15 p.m.

### **Sustaining Power During Wildfire: Public Safety Power Shutoffs with Microgrids**

With wildfires growing in size and severity each year, cities are often forced to shut off power grids in high-risk areas. These preventative measures are known as Public Safety Power Shutoffs and may help limit fire-starting factors caused by power lines and electrical malfunctions. However, they also leave countless California businesses and residents without power. Microgrids offer a secure source of self-sufficient energy generation to protect communities and increase resiliency during grid outages. Discover what funding methods and different incentives are available to California cities and municipalities looking to enhance their resiliency with sustainable microgrids powered by renewable energy.

### **Moderator and Speaker**

Brian Taylor, Senior Director, ForeFront Power

### **Speakers**

Kevin Flanagan, Program Manager, SPURR

Ann Kloose, Sustainability Division Manager, Fresno Public Works Department



beginners or officials simply wanting a refresher course, get acquainted with the three types of measures considered by the California Legislature, how a bill becomes law, and what to do when reading a bill. Then, discover what makes an effective letter of support and what tools and tips to keep in mind when testifying before a committee. A review of legislative committees will be included as well.

### **Speakers**

Damon Conklin, Legislative Representative, League of California Cities

Marina Espinoza, Senior Legislative Analyst, California State Association of Counties

### **The Road Safety and Signage Audit**

Road safety is typically managed reactively as officials investigate crash locations assuming that future crashes are most likely to occur in those same locations. However, road crashes — particularly those on lower volume roads — are frequently distributed in seemingly random patterns and may not correlate to roadway deficiencies. Rather than reacting to historic crash data, public works professionals can identify systemic road deficiencies proactively through the Roadway Signing and Safety Audit. The audit is one of the easiest and most cost-effective ways to proactively address roadway and signing deficiencies with low-cost regulatory, warning, and guide signage improvements.

### **Moderator**

Joshua Pack, Director of Public Works, Butte County

### **Speakers**

Robert Paderna, Sr. Transportation Engineer, Kimley-Horn and Associates, Inc.

Matt Stringer, Associate Principal, Mark Thomas



5:15 p.m. - 6:30 p.m.

Thursday, March 24 →

### Registration Open

8:00 a.m. - 4:00 p.m.

### Networking Breakfast

8:00 a.m. - 9:00 a.m.

### General Session

9:00 a.m. - 10:15 a.m.

#### **What Public Works Professionals Need To Know About Municipal Finance**

Learn the latest hot topics when it comes to California's municipal public works financing, including the latest on state and local transportation funding. Geared towards public works professionals, understand the rules and trends in taxes, fees and other revenues; the relationship with the state budget, and problems and prospects for reform. Lastly, explore tools and new ideas for funding infrastructure, operations and maintenance, and get answers to the most pressing fiscal issues facing public works.

#### **Speaker**

Michael Coleman, Cal Cities Fiscal Policy Advisor,  
CaliforniaCityFinance.com



## Concurrent Sessions

10:45 a.m.- 12:00 p.m.

### **Never a Waste of Time - Talking Organic Waste Regulations**

Hear from public works directors about how the implementation of the new organic waste diversion regulations brought by SB 1383 (Lara, 2016) is impacting cities around the state. Then, learn about the latest guidance and resources available for cities to comply with the regulations from CalRecycle.

#### **Moderator**

Derek Dolfie, Legislative Representative, League of California Cities

#### **Speakers**

Rene Guerrero, Director of Public Works, Pomona

Zoe Heller, Deputy Director, Policy Development, CalRecycle

Coby Skye, Assistant Deputy Director, Los Angeles County Public Work

### **Bridge Management and Maintenance Program**

Discover how the Ventura County Public Works Roads and Transportation bridge asset database helps manage, maintain, and report on the county's National Bridge Inventory (NBI) and non-NBI bridges. The bridge management program incorporates bridge data with a user interface that identifies essential bridges, structurally deficient and scour critical bridges, infrastructure condition, inspection reports, load rating analysis, sufficiency rating, age, the volume of traffic, bridge geometry, and appearance. The program enables Ventura County to anticipate remaining service life, prioritize categories of bridge work, and forecast costs for repair, maintenance, and replacement. Finally, the session will also include a brief

**Moderator**

David Fleisch, Assistant Director, Public Works Agency, Ventura County

**Speakers**

Dennis Haglan, Vice President, California Operations Manager, Dewberry Engineers  
Christopher Kurgan, Director, Department of Roads and Transportation

Matthew Randall, Road Maintenance Division Manager / Local Highway Bridge Advisory Committee Northern County Representative, Placer County

**Reaching Diverse Communities**

Public works professionals are expected to reach, engage, and build bridges with diverse constituencies in communities throughout California. Whether to communicate about construction activity, upcoming projects, or general information about agency goals and planning, it is important to reach a broad sector of community members in an inclusive manner. During this dynamic discussion, representatives from the city of El Cajon and the award-winning NV5 Community Relations division will discuss the strategies and tactics they have used to engage target stakeholders and build support for their projects, as well as lasting community relationships.

**Moderator and Speaker**

Gabriela Dow, Director, Community Relations and Public Affairs, NV5

**Speaker**

Yazmin Arellano, Public Works Director, El Cajon



Enjoy networking with your colleagues over lunch followed by the time-honored delivery of California's Outstanding Local Streets & Roads Project Awards.

## Break

1:30 p.m.- 1:45 p.m.

## Concurrent Sessions

1:45 p.m.- 3:00 p.m.

### Variety Speed Sessions

Three topics will be presented lasting 20 minutes each.

### Moderator

Julie Lucido, Public Works Director, Napa

#### 1. Opportunities and Challenges in Municipal 4G/5G Deployments (1:45 – 2:10 p.m.)

4G and 5G cellular networks serve both handsets and emerging applications, including machine-to-machine communications for smart cities and the 'Internet of Things'. These networks create a technological foundation for new services and products that have not yet been conceived. At the same time, the deployment of 4G and 5G cellular networks — especially small cell services on public property — creates political, social, economic, and regulatory complexities that previous technologies did not have. Receive an overview and updates on the challenges faced by both cities and the wireless industry; the trade-offs and decision points that need to be navigated; and tools and resources



**Speaker**

David Witkowski, Exec. Dir., Civic Technologies, Joint Venture  
Silicon Valley

**2. Three Ways to Enhance Your Political Acumen (2:10 – 2:35 p.m.)**

Public works professionals are apolitical creatures often operating in highly political environments. To succeed, they need a solid understanding of how to navigate the complex and ever-changing dynamics of local government. In this session, learn the universal truths that drive elected and appointed officials in their decision-making and how this knowledge can help you get your projects over the finish line.

**Speaker**

Kristina Ray, Communication & Engagement Director, Carlsbad

**3. Forti-Fi Asphalt Fiber (2:35 – 3:00 p.m.)**

Discover how Forta-Fi fiber reinforced asphalt provides a longer lasting pavement.

**Speaker**

Mike Hass, Project Manager, Pacific Geosource

**With SB 743, Will We Always Have More EIRs?**

Is it the wider road or the new development that is leading to an increase in vehicle miles traveled? Who should be responsible for complying with SB 743 (Bradford, 2021), and is the solution to just issue more Environmental Impact Reports? This diverse panel will give you a breakdown of SB 743, including how local jurisdictions and state agencies are setting the California Environmental Quality Act's vehicle miles traveled thresholds, how projects are being processed under SB 743 requirements, and what

**Moderator**

Sarah Holm, Environmental Division Manager, Dokken

**Speakers**

Damon Davis, Transportation Specialist, County of San Diego

Matt Kelly, Senior Transportation Planner, Contra Costa

Transportation Authority

Jason Pack, Principal, Fehr and Peers

Jason Welday, Director of Engineering Services/City Engineer,

Rancho Cucamonga

**Lead or Be Led**

The onset of a crisis is too late to decide to become an effective leader; the process must be a cumulative part of each manager's personal development plan and practice. Learn how five-year partnerships with the public works department for the county of Santa Barbara — a department of 400 employees — built effective leaders at each level of the organization.

**Moderator and Speaker**

Scott McGolpin, Public Works Director, County of Santa Barbara

**Speakers**

Marr Christian, Division Manager, Code Enforcement, San

Bernardino

Julie Hagen, Deputy Public Works Director, Santa Barbara

LTC (R) Nate Sassaman, Leadership Consultant/Trainer

**Break**

3:00 p.m.- 3:15 p.m.



## **Public Works Perspective: The Workplace Has Changed, Have You?**

Many public works professionals have found themselves at a crossroads of the pre- and post-pandemic work environment, often with the same question: “Where do we go from here?” Join this panel of California public works officials as they discuss the operational effects of 2020 and the path forward. The panel will provide their perspectives on a range of issues, such as meetings, business hours, and process changes, and share data that helps attendees gain a broader perspective. Industry trends and challenges will inspire audience members to build their own recovery plans.

### **Moderator**

Michael Cannon, President, Cannon

### **Speakers**

Christian Di Renzo, Director of Public Works & Utilities, Watsonville

Patrick Dobbins, Public Works Director/City Engineer, Gonzales

Ben Fine, Director of Public Works/City Engineer, Pismo Beach

Scott McGolpin, Public Works Director, County of Santa Barbara

## **City of Pacific Grove Urban Stormwater Diversion**

Discover how the city of Pacific Grove constructed two stormwater diversion projects. You’ll learn how the city was able to capture stormwater prior to entering the Monterey Bay Areas of Special Biological Significance (ASBS), helping to eliminate pollutants from reaching the sensitive habitat. The second project diverted stormwater from the sewer collection system which was treated and beneficially reused to support the water supplies in Monterey County. Finally, a discussion on how the projects were funded by grants and the lessons learned in implementing those funds will also be included.

### **Moderator and Speaker**

**Speaker**

Kari Wagner, Principal, Wallace Group

**Public Contracting Requirements: Emergency Preparedness and Federal and State Reimbursement**

How can public works departments prepare for emergencies? Learn contracting best practices and procedures to have in place before a disaster, what to have during the event, and what must happen immediately afterward to move forward quickly in addressing your community's needs. Laws, regulations, and executive orders have specific requirements for procuring services to restore a destroyed area. If this happens, your agency needs to be ready and eligible for disaster reimbursements from FEMA or the State. Presenters will explain the ins and outs of these processes, including possible pre- and post-procurement best practices to receive reimbursement for disaster-related expenditures.

**Moderator**

Reva Feldman, Retired City Manager, Malibu

**Speakers**

Brian Baker, Vice President, Hagerty Consulting  
Ryan Buras, Deputy Director, California Governor's Office of Emergency

Services  
Matthew Hochstein, Vice President, Hagerty Consulting  
Robert Pesapane, Regional Recovery Division Director, Federal Emergency Management Agency

Friday, March 25 →

**Registration Open**

*8:00 a.m.- 10:15 a.m.*



Spend the morning with your city and county colleagues before each association resumes their separate closing session.

## Cal Cities Business and Legislative Updates

*9:15 a.m.- 10:00 a.m.*

## Closing Keynote Session

*10:00 a.m.- 11:15 a.m.*

### **Three Important Accountability Traits of Highly Effective Teams**

Learn the skills that help leaders achieve results within their teams. Most leaders try to hold others accountable when something goes wrong. The real way to boost performance and morale is to create a healthy peer-to-peer accountability system. Having a balanced accountability-proven system that shows leaders how to create motivated and loyal teams will help maximize performance instead of killing morale. Key takeaways include how to break down barriers, exert influence, and appeal to your team; how using power-words will inspire others to see your point of view to take positive action; the three Ps to embrace the power of accountability, improving work culture; and how to eliminate excuses and inspire others to achieve results they never felt were possible.

### **Speaker**

Hernani Alves, Author, Balanced Accountability, Founder, Balanced IQ Leadership

## Adjourn

*11:15 a.m.*



## 2022 Institute Session Materials

- **Bridge Management and Maintenance Program** ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/bridge-management-and-maintenance-program.pdf?sfvrsn=8f3ba7a8\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/bridge-management-and-maintenance-program.pdf?sfvrsn=8f3ba7a8_3))
- ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---cheng.pdf?sfvrsn=7584169e\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---cheng.pdf?sfvrsn=7584169e_3)) **Challenges and Opportunities in Pavement Preservation - Cheng** ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---cheng.pdf?sfvrsn=7584169e\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---cheng.pdf?sfvrsn=7584169e_3))
- ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---harvey.pdf?sfvrsn=2c352cea\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---harvey.pdf?sfvrsn=2c352cea_3)) **Challenges and Opportunities in Pavement Preservation - Harvey** ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---harvey.pdf?sfvrsn=2c352cea\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---harvey.pdf?sfvrsn=2c352cea_3))
- ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---kedarisetty-v.2.pdf?sfvrsn=e37daa3e\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---kedarisetty-v.2.pdf?sfvrsn=e37daa3e_3)) **Challenges and Opportunities in Pavement Preservation - Kedarisetty** ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---kedarisetty-v.2.pdf?sfvrsn=e37daa3e\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/challenges-and-opportunities-in-pavement-preservation---kedarisetty-v.2.pdf?sfvrsn=e37daa3e_3))
- ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/city-of-pacific-grove-urban-stormwater-diversion.pdf?sfvrsn=458ee536\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/city-of-pacific-grove-urban-stormwater-diversion.pdf?sfvrsn=458ee536_3)) ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/city-of-pacific-grove-urban-stormwater-diversion.pdf?sfvrsn=458ee536\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/city-of-pacific-grove-urban-stormwater-diversion.pdf?sfvrsn=458ee536_3)) **City of Pacific Grove Urban Stormwater Diversion** ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/city-of-pacific-grove-urban-stormwater-diversion.pdf?sfvrsn=458ee536\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/city-of-pacific-grove-urban-stormwater-diversion.pdf?sfvrsn=458ee536_3))



[pwoi/forta-fi-asphalt-fiber.pdf?sfvrsn=100807ef\\_3\)](#)

- [\(/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/good-news--communicating-the-value-of-public-works.pdf?sfvrsn=6f100279\\_3\)](#)  
**Good News: Communicating the Value of Public Works** [\(/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/good-news--communicating-the-value-of-public-works.pdf?sfvrsn=6f100279\\_3\)](#)
- [\(/docs/default-source/public-works-officers-institute---session-materials/lead-or-be-led.pdf?sfvrsn=92e2040b\\_3\)](#) **Lead or Be Led** [\(/docs/default-source/public-works-officers-institute---session-materials/lead-or-be-led.pdf?sfvrsn=92e2040b\\_3\)](#)
- [\(https://www.calcities.org/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/managing-stormwater's-perfect-storm---management-finance-law-and-politics.pdf?sfvrsn=902173f\\_3\)](#) **Managing Stormwater's Perfect Storm: Management, Finance, Law, and Politics** [\(https://www.calcities.org/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/managing-stormwater's-perfect-storm---management-finance-law-and-politics.pdf?sfvrsn=902173f\\_3\)](#)
- [\(/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/never-a-waste-of-time--talking-organic-waste-regulations---guerrero.pdf?sfvrsn=7656dea9\\_3\)](#) **Never a Waste of Time: Talking Organic Waste Regulations - Guerrero** [\(/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/never-a-waste-of-time--talking-organic-waste-regulations---guerrero.pdf?sfvrsn=7656dea9\\_3\)](#)
- [\(/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/never-a-waste-of-time--talking-organic-waste-regulations---heller.pdf?sfvrsn=c74195d3\\_3\)](#) **Never a Waste of Time: Talking Organic Waste Regulations - Heller** [\(/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/never-a-waste-of-time--talking-organic-waste-regulations---heller.pdf?sfvrsn=c74195d3\\_3\)](#)





**Regulations - Skye** (/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/never-a-waste-of-time--talking-organic-waste-regulations---skye.pdf?sfvrsn=c30e61b7\_3)

- (/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/opportunities-and-challenges-in-municipal-4g-5g-deployments.pdf?sfvrsn=9959d7f9\_3) **Opportunities and Challenges in Municipal 4G 5G Deployments** (/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/opportunities-and-challenges-in-municipal-4g-5g-deployments.pdf?sfvrsn=9959d7f9\_3)
- (/docs/default-source/public-works-officers-institute---session-materials/public-contracting-requirement--emergency-preparedness-and-federal-and-state-reimbursement---pesapane.pdf?sfvrsn=bcacae9a\_3) **Public Contracting Requirement: Emergency Preparedness and Federal and State Reimbursement - Pesapane** (/docs/default-source/public-works-officers-institute---session-materials/public-contracting-requirement--emergency-preparedness-and-federal-and-state-reimbursement---pesapane.pdf?sfvrsn=bcacae9a\_3)
- (/docs/default-source/public-works-officers-institute---session-materials/public-works-perspective--the-workplace-has-changed-have-you.pdf?sfvrsn=7e992527\_6) (/docs/default-source/public-works-officers-institute---session-materials/public-works-perspective--the-workplace-has-changed-have-you.pdf?sfvrsn=7e992527\_6) **Public Works Perspective: The Workplace Has Changed, Have You?** (/docs/default-source/public-works-officers-institute---session-materials/public-works-perspective--the-workplace-has-changed-have-you.pdf?sfvrsn=7e992527\_6)
- (/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/reaching-diverse-communities.pdf?sfvrsn=35866b08\_3) **Reaching Diverse Communities** (/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/reaching-diverse-communities.pdf?sfvrsn=35866b08\_3)
- (/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/sustaining-power-during-wildfire--public-safety-power-shutoffs-with-microgrids.pdf?sfvrsn=e2674066\_3) **Sustaining Power During Wildfire- Public**



- ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/the-road-safety-and-signage-audit.pdf?sfvrsn=220f020b\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/the-road-safety-and-signage-audit.pdf?sfvrsn=220f020b_3)) **The Road Safety and Signage Audit** ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/the-road-safety-and-signage-audit.pdf?sfvrsn=220f020b\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/the-road-safety-and-signage-audit.pdf?sfvrsn=220f020b_3))
- ([/docs/default-source/public-works-officers-institute---session-materials/three-important-accountability-traits-of-highly-effective-teams.pdf?sfvrsn=30936cc4\\_3](/docs/default-source/public-works-officers-institute---session-materials/three-important-accountability-traits-of-highly-effective-teams.pdf?sfvrsn=30936cc4_3)) **Three Important Accountability Traits of Highly Effective Teams** ([/docs/default-source/public-works-officers-institute---session-materials/three-important-accountability-traits-of-highly-effective-teams.pdf?sfvrsn=30936cc4\\_3](/docs/default-source/public-works-officers-institute---session-materials/three-important-accountability-traits-of-highly-effective-teams.pdf?sfvrsn=30936cc4_3))
- ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/three-ways-to-enhance-your-political-acumen.pdf?sfvrsn=45dd14d9\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/three-ways-to-enhance-your-political-acumen.pdf?sfvrsn=45dd14d9_3)) ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/three-ways-to-enhance-your-political-acumen.pdf?sfvrsn=45dd14d9\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/three-ways-to-enhance-your-political-acumen.pdf?sfvrsn=45dd14d9_3)) **Three Ways to Enhance Your Political Acumen** ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/three-ways-to-enhance-your-political-acumen.pdf?sfvrsn=45dd14d9\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/three-ways-to-enhance-your-political-acumen.pdf?sfvrsn=45dd14d9_3))
- ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/understanding-the-legislative-process.pdf?sfvrsn=e55edd48\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/understanding-the-legislative-process.pdf?sfvrsn=e55edd48_3)) **Understanding the Legislative Process** ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/understanding-the-legislative-process.pdf?sfvrsn=e55edd48\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/understanding-the-legislative-process.pdf?sfvrsn=e55edd48_3))
- ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/with-sb-743-will-we-always-have-more-eirs.pdf?sfvrsn=2bd382d3\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/with-sb-743-will-we-always-have-more-eirs.pdf?sfvrsn=2bd382d3_3)) **With SB 743, Will We Always Have More EIRs** ([/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/with-sb-743-will-we-always-have-more-eirs.pdf?sfvrsn=2bd382d3\\_3](/docs/default-source/public-works-officers-institute---session-materials/2022-pwoi/with-sb-743-will-we-always-have-more-eirs.pdf?sfvrsn=2bd382d3_3))



- **Be the Change How to Modernize Your Government - Misner**  
(/docs/default-source/public-works-officers-institute---session-materials/be-the-change-how-to-modernize-your-government---misner.pdf?sfvrsn=2a32c26f\_3)
- ([https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-\(1\)/Design-Immunity-and-the-Trivial-Defect-Rule-Cecc](https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-(1)/Design-Immunity-and-the-Trivial-Defect-Rule-Cecc)) **Design Immunity and the Trivial Defect Rule - Cecccon** (/docs/default-source/public-works-officers-institute---session-materials/design-immunity-and-the-trivial-defect-rule---cecccon.pdf?sfvrsn=1492b401\_3)
- ([https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-\(1\)/Homelessness-Moving-Beyond-Streets-and-Parks](https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-(1)/Homelessness-Moving-Beyond-Streets-and-Parks)) **Homelessness Moving Beyond Streets and Parks** (/docs/default-source/public-works-officers-institute---session-materials/homelessness-moving-beyond-streets-and-parks.pdf?sfvrsn=1d4bd1cd\_3)
- ([https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-\(1\)/Legal-Topics-Speed-Sessions](https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-(1)/Legal-Topics-Speed-Sessions)) **Legal Topics Speed Sessions** (/docs/default-source/public-works-officers-institute---session-materials/legal-topics-speed-sessions.pdf?sfvrsn=389ae967\_3)
- ([https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-\(1\)/Legislative-Update](https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-(1)/Legislative-Update)) **Legislative Update** (/docs/default-source/public-works-officers-institute---session-materials/legislative-update.pdf?sfvrsn=157e404b\_3)
- ([https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-\(1\)/Project-Labor-Agreements-for-Local-Public-Work-\(2\)](https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-(1)/Project-Labor-Agreements-for-Local-Public-Work-(2))) **Project Labor Agreements for Local Public Works Projects - Foley** (/docs/default-source/public-works-officers-institute---session-materials/project-labor-agreements-for-local-public-works-projects---foley.pdf?sfvrsn=978fb832\_3)



**Public Works Projects - Foley** (/docs/default-source/public-works-officers-institute---session-materials/project-labor-agreements-for-local-public-works-projects---foley-(2).pdf?sfvrsn=f7ae2cb0\_3)

- ([https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-\(1\)/Project-Labor-Agreements-for-Local-Public-Work-\(1\)\)](https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-(1)/Project-Labor-Agreements-for-Local-Public-Work-(1))) **Project Labor Agreements for Local Public Works Projects - Graham, Gross, Holtzman** (/docs/default-source/public-works-officers-institute---session-materials/project-labor-agreements-for-local-public-works-projects---graham-gross-holtzman.pdf?sfvrsn=703e8eab\_3)
- ([https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-\(1\)/Public-Contracting-Requirements-Emergency-Prepared](https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-(1)/Public-Contracting-Requirements-Emergency-Prepared)) **Public Contracting Requirements Emergency Preparedness and Federal and State Reimbursement** (/docs/default-source/public-works-officers-institute---session-materials/public-contracting-requirements-emergency-preparedness-and-federal-and-state-reimbursement9f6f31ab-9955-423f-8e13-99184eced253.pdf?sfvrsn=39da45ae\_3)
- ([https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-\(1\)/Stormwater-and-Health-California-s-Trash-Amendment](https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-(1)/Stormwater-and-Health-California-s-Trash-Amendment)) **Stormwater and Health California's Trash Amendments and Tobacco Product Waste Kingston** ([https://www.calcities.org/docs/default-source/public-works-officers-institute---session-materials/stormwater-and-health-california's-trash-amendments-and-tobacco-product-waste-kingston.pdf?sfvrsn=33defc3f\\_3](https://www.calcities.org/docs/default-source/public-works-officers-institute---session-materials/stormwater-and-health-california's-trash-amendments-and-tobacco-product-waste-kingston.pdf?sfvrsn=33defc3f_3))
- ([https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-\(1\)/What-Public-Works-Officers-Need-to-Know-About-City](https://www.cacities.org/Resources-Documents/Education-and-Events-Section/Public-Works-Officers-Institute/2021-Session-Materials-(1)/What-Public-Works-Officers-Need-to-Know-About-City)) **What Public Works Officers Need to Know About City Finance - Coleman** (/docs/default-source/public-works-officers-institute---session-materials/what-public-works-officers-need-to-know-about-city-finance---coleman.pdf?sfvrsn=6e611d01\_3)



([https://www.calcities.org/docs/default-source/public-works-officers-institute---session-materials/what's-driving-transportation-choices---barth.pdf?sfvrsn=e054c640\\_3](https://www.calcities.org/docs/default-source/public-works-officers-institute---session-materials/what's-driving-transportation-choices---barth.pdf?sfvrsn=e054c640_3))

## 2020 Session Materials →

- **2020 Public Works Officers Institute Agenda** ([/docs/default-source/public-works-officers-institute---session-materials/2020-public-works-officers-institute-agenda.pdf?sfvrsn=956608a4\\_3](/docs/default-source/public-works-officers-institute---session-materials/2020-public-works-officers-institute-agenda.pdf?sfvrsn=956608a4_3))
- **Big Data, Little Problems** ([/docs/default-source/public-works-officers-institute---session-materials/big-data-little-problems.pdf?sfvrsn=5107360b\\_3](/docs/default-source/public-works-officers-institute---session-materials/big-data-little-problems.pdf?sfvrsn=5107360b_3))
- **Bridging The Gap: Communication Between Generations In The Workforce** ([/docs/default-source/public-works-officers-institute---session-materials/bridging-the-gap-communication-between-generations-in-the-workforce.pdf?sfvrsn=7c664965\\_3](/docs/default-source/public-works-officers-institute---session-materials/bridging-the-gap-communication-between-generations-in-the-workforce.pdf?sfvrsn=7c664965_3))
- **Challenges and Opportunities in Pavement Preservation** ([/docs/default-source/public-works-officers-institute---session-materials/challenges-and-opportunities-in-pavement-preservation.pdf?sfvrsn=e96733b7\\_3](/docs/default-source/public-works-officers-institute---session-materials/challenges-and-opportunities-in-pavement-preservation.pdf?sfvrsn=e96733b7_3))
- **Crowdsourcing Decision-Making: A Police Station, a River, and a Road** ([/docs/default-source/public-works-officers-institute---session-materials/crowdsourcing-decision-making-a-police-station-a-river-and-a-road.pdf?sfvrsn=aab85e\\_3](/docs/default-source/public-works-officers-institute---session-materials/crowdsourcing-decision-making-a-police-station-a-river-and-a-road.pdf?sfvrsn=aab85e_3))
- **Energy Resiliency through Sustainable Solutions** ([/docs/default-source/public-works-officers-institute---session-materials/energy-resiliency-through-sustainable-solutions.pdf?sfvrsn=d564ab9f\\_3](/docs/default-source/public-works-officers-institute---session-materials/energy-resiliency-through-sustainable-solutions.pdf?sfvrsn=d564ab9f_3))
- **Fire and Floods: Recovering from California's New Normal** ([/docs/default-source/public-works-officers-institute---session-materials/fire-and-floods-recovering-from-california's-new-normal.pdf?sfvrsn=20f2e26c\\_3](/docs/default-source/public-works-officers-institute---session-materials/fire-and-floods-recovering-from-california's-new-normal.pdf?sfvrsn=20f2e26c_3))



- **Homelessness: Moving Beyond Streets and Parks - Onuma** ([/docs/default-source/public-works-officers-institute---session-materials/homelessness-moving-beyond-streets-and-parks---onuma.pdf?sfvrsn=75597341\\_3](/docs/default-source/public-works-officers-institute---session-materials/homelessness-moving-beyond-streets-and-parks---onuma.pdf?sfvrsn=75597341_3))
- **Opportunities and Challenges in Municipal 4G/5G Deployments** ([/docs/default-source/public-works-officers-institute---session-materials/opportunities-and-challenges-in-municipal-4g-5g-deployments.pdf?sfvrsn=44fbaeb0\\_3](/docs/default-source/public-works-officers-institute---session-materials/opportunities-and-challenges-in-municipal-4g-5g-deployments.pdf?sfvrsn=44fbaeb0_3))
- **Project Labor Agreements for Local Public Works Projects - Alvarez** ([/docs/default-source/public-works-officers-institute---session-materials/project-labor-agreements-for-local-public-works-projects---alvarez.pdf?sfvrsn=103b1e5a\\_3](/docs/default-source/public-works-officers-institute---session-materials/project-labor-agreements-for-local-public-works-projects---alvarez.pdf?sfvrsn=103b1e5a_3))
- **Project Labor Agreements for Local Public Works Projects - Cooke** ([/docs/default-source/public-works-officers-institute---session-materials/project-labor-agreements-for-local-public-works-projects---cooke.pdf?sfvrsn=2ae019d5\\_3](/docs/default-source/public-works-officers-institute---session-materials/project-labor-agreements-for-local-public-works-projects---cooke.pdf?sfvrsn=2ae019d5_3))
- **Public Contracting Requirements: Emergency Preparedness and Federal and State Reimbursement** ([/docs/default-source/public-works-officers-institute---session-materials/public-contracting-requirements-emergency-preparedness-and-federal-and-state-reimbursement.pdf?sfvrsn=67b5b8ba\\_3](/docs/default-source/public-works-officers-institute---session-materials/public-contracting-requirements-emergency-preparedness-and-federal-and-state-reimbursement.pdf?sfvrsn=67b5b8ba_3))
- **Public Outreach Using Virtual Meetings** ([/docs/default-source/public-works-officers-institute---session-materials/public-outreach-using-virtual-meetings.pdf?sfvrsn=a6aac0e0\\_3](/docs/default-source/public-works-officers-institute---session-materials/public-outreach-using-virtual-meetings.pdf?sfvrsn=a6aac0e0_3))
- **Public Works 2020 Announcement** ([/docs/default-source/public-works-officers-institute---session-materials/public-works-2020-announcement.pdf?sfvrsn=451021f7\\_3](/docs/default-source/public-works-officers-institute---session-materials/public-works-2020-announcement.pdf?sfvrsn=451021f7_3))
- **Reducing the Impact of Climate Change Through Improved Pavement Resiliency** ([/docs/default-source/public-works-officers-institute---session-materials/reducing-the-impact-of-climate-change-through-improved-pavement-resiliency.pdf?sfvrsn=b710b950\\_3](/docs/default-source/public-works-officers-institute---session-materials/reducing-the-impact-of-climate-change-through-improved-pavement-resiliency.pdf?sfvrsn=b710b950_3))
- **Reimagining Leadership** ([/docs/default-source/public-works-officers-institute---session-materials/reimagining-leadership.pdf?sfvrsn=f39a992c\\_3](/docs/default-source/public-works-officers-institute---session-materials/reimagining-leadership.pdf?sfvrsn=f39a992c_3))



[california.pdf?Status=Master&sfvrsn=8118d17\\_3\)](#)

- **Scrap Your Fears About Food Waste Regulations: Preparing for SB1383** ([/docs/default-source/public-works-officers-institute---session-materials/scrap-your-fears-about-food-waste-regulations-preparing-for-sb1383.pdf?sfvrsn=dd934af3\\_3\)](#))
- **Tackling the Local Highway Bridge Program's Toughest Issues** ([/docs/default-source/public-works-officers-institute---session-materials/tackling-the-local-highway-bridge-program-s-toughest-issues.pdf?sfvrsn=f10fa70a\\_3\)](#))
- **The Road Safety and Signage Audit** ([/docs/default-source/public-works-officers-institute---session-materials/the-road-safety-and-signage-audit.pdf?sfvrsn=843f129f\\_3\)](#))
- **The Unseen Impact of California Wildfires on Affected Roadway Pavements** ([/docs/default-source/public-works-officers-institute---session-materials/the-unseen-impact-of-california-wildfires-on-affected-roadway-pavements.pdf?sfvrsn=f9294d80\\_3\)](#))

## 2019 Session Materials →

- ([/docs/default-source/public-works-officers-institute---session-materials/we've-always-done-it-that-way-is-over-what's-next---ibarra.pdf?sfvrsn=d3204761\\_3\)](#))  
**"We've Always Done It That Way" Is Over: What's Next? - Ibarra** ([/docs/default-source/public-works-officers-institute---session-materials/we've-always-done-it-that-way-is-over-what's-next---ibarra.pdf?sfvrsn=d3204761\\_3\)](#))
- **2019 Public Works Officers Institute & Expo Program** ([/docs/default-source/public-works-officers-institute---session-materials/2019-public-works-officers-institute-expo-program.pdf?sfvrsn=ca599806\\_3\)](#))
- **Building Leaders from Within: A Formula for the Evolving Workforce - Berg** ([/docs/default-source/public-works-officers-institute---session-materials/building-leaders-from-within-a-formula-for-the-evolving-workforce---berg.pdf?sfvrsn=282484c2\\_3\)](#))
- **Communicating During A Crisis: Expect the Unexpected - McGuire** ([/docs/default-source/public-works-officers-institute---session-](#)





[source/public-works-officers-institute---session-materials/cpuc's-rail-academy-for-public-works-directors-staff.pdf?sfvrsn=69805894\\_3\)](#)

- **Dockless Scooters & Bikes: Future, Fad, or Nuisance? - Kunitake**  
[\(/docs/default-source/public-works-officers-institute---session-materials/dockless-scooters-bikes-future-fad-or-nuisance---kunitake.pdf?sfvrsn=f8fa770b\\_3\)](#)
- **Dockless Scooters & Bikes: Future, Fad, or Nuisance? - Maguire**  
[\(/docs/default-source/public-works-officers-institute---session-materials/dockless-scooters-bikes-future-fad-or-nuisance---maguire.pdf?sfvrsn=66bee83b\\_3\)](#)
- **Dockless Scooters & Bikes: Future, Fad, or Nuisance? - Schreiber**  
[\(/docs/default-source/public-works-officers-institute---session-materials/dockless-scooters-bikes-future-fad-or-nuisance---schreiber.pdf?sfvrsn=35260889\\_3\)](#)
- **Emergency & Urgent Response: JOC to the Rescue! - Mendoza**  
[\(/docs/default-source/public-works-officers-institute---session-materials/emergency-urgent-response-joc-to-the-rescue!---mendoza.pdf?sfvrsn=4a13613c\\_3\)](#)
- **HELP: Partnering to Provide Employment Opportunities for Homeless Persons**  
[\(/docs/default-source/public-works-officers-institute---session-materials/help-partnering-to-provide-employment-opportunities-for-homeless-persons.pdf?sfvrsn=42eda0e\\_3\)](#)
- **Hot Topics in Waste Management - Goncharoff**  
[\(/docs/default-source/public-works-officers-institute---session-materials/hot-topics-in-waste-management---goncharoff.pdf?sfvrsn=169c21e7\\_3\)](#)
- **Is The Sun Setting on Local Government Solar Projects?**  
[\(/docs/default-source/public-works-officers-institute---session-materials/is-the-sun-setting-on-local-government-solar-projects?sfvrsn=ccbca2d6\\_3&download=true\)](#)
- **LCC Public Works Announcement**  
[\(/docs/default-source/public-works-officers-institute---session-materials/lcc-public-works-announcement.pdf?sfvrsn=12aa0aa5\\_3\)](#)
- **Legal Update for Public Works Officers - Wilder**  
[\(/docs/default-source/public-works-officers-institute---session-materials/legal-update-for-public-works-officers---wilder.pdf?sfvrsn=af2fa38b\\_3\)](#)



**Bridges** (/docs/default-source/public-works-officers-institute---session-materials/race-against-time-strategies-to-maintain-california's-locally-owned-bridges.pdf?sfvrsn=6c5521b5\_3)

- **Regional Alignment of Wireless Communications - Witkowski**  
(/docs/default-source/public-works-officers-institute---session-materials/regional-alignment-of-wireless-communications---witkowski.pdf?sfvrsn=8ec0f015\_3)
- **Removing the Cloak of Invisibility** (/docs/default-source/public-works-officers-institute---session-materials/removing-the-cloak-of-invisibility.pdf?sfvrsn=c5e7e164\_3)
- **Sand, Gravel, Stone: What Your Agency Needs to Know - Gius**  
(/docs/default-source/public-works-officers-institute---session-materials/sand-gravel-stone-what-your-agency-needs-to-know---gius.pdf?sfvrsn=d096c3b\_3)
- **Sand, Gravel, Stone: What Your Agency Needs to Know - McGee**  
(/docs/default-source/public-works-officers-institute---session-materials/sand-gravel-stone-what-your-agency-needs-to-know---mcgee.pdf?sfvrsn=d2df1843\_3)
- **Sand, Gravel, Stone: What Your Agency Needs to Know - Onsted**  
(/docs/default-source/public-works-officers-institute---session-materials/sand-gravel-stone-what-your-agency-needs-to-know---onsted.pdf?sfvrsn=2da9bae7\_3)
- **Sand, Gravel, Stone: What Your Agency Needs to Know - Philips**  
(/docs/default-source/public-works-officers-institute---session-materials/sand-gravel-stone-what-your-agency-needs-to-know---philips.pdf?sfvrsn=508d18ad\_3)
- **Transforming Stormwater From a Pollutant to a Resource** (/docs/default-source/public-works-officers-institute---session-materials/transforming-stormwater-from-a-pollutant-to-a-resource.pdf?sfvrsn=dabb3072\_3)
- **Transforming Stormwater From a Pollutant to a Resource - Clark**  
(/docs/default-source/public-works-officers-institute---session-materials/transforming-stormwater-from-a-pollutant-to-a-resource---clark.pdf?sfvrsn=f3ec689c\_3)
- **Use of Streetlight Infrastructure to Deploy Smart City Applications - Thomas** (/docs/default-source/public-works-officers-institute---session-



(/docs/default-source/public-works-officers-institute---session-materials/what-public-works-professionals-need-to-know-about-financing-today.pdf?sfvrsn=dc6149ec\_3)

- **Word on the Street: Showing people the value of public works projects**  
(/docs/default-source/public-works-officers-institute---session-materials/word-on-the-street-showing-people-the-value-of-public-works-projects.pdf?sfvrsn=c08aea0a\_3)

## Exhibitors

  
AMERICAN COUNCIL OF ENGINEERING COMPANIES  
*California*  
(<https://www.acec-ca.org/>)

## Call for Proposals

Cal Cities is seeking thorough, thoughtful, and complete proposals that tell how your session can help elected city officials improve their communities, leadership abilities, and knowledge within their roles. Submissions from any individual, group, business, or



We encourage you to take advantage of this exciting opportunity to share your ideas, knowledge, and expertise with this important audience! For questions, please contact **[Katie Pebler \(mailto:kpebler@calcities.org\)](mailto:kpebler@calcities.org)**.

## General Information →

### Who Can Submit

Submissions, from any individual, group, business, or organization are welcome. Please remember that all sessions require a well-conceived presentation, good visuals, and a great deal of rehearsal!

### How It Works

Only proposals submitted online through the proposal form will be considered. As there is a limit to the amount of words allowed within the title and description of each proposal, it may be helpful to draft the proposal in a word-processing program first, then paste the final version into the online form.

### Target Audience

This educational event is designed to keep city and county public works directors up-to-date on issues of importance to them and their cities.

## All About Proposals →

Securing a spot on the program is highly competitive, with approximately 25 percent of proposals being accepted. You can increase your chances by preparing a thorough, thoughtful, and complete proposal that tells how your session would help city leaders and those who work within city governments to improve their careers and communities. When preparing your proposal consider the following elements:

- Is there at least (1) peer of the audience on the panel?



- Does the description clearly state what cities will learn from attending the session?
- Does the panel reflect the diversity of California cities (north/south, large/small, urban/rural)?

## Tips for Successful Proposals

- Think big
- Vary the viewpoint
- Pare down the panel
- Speaker skills matter
- Plan for a crowd
- Try something new
- Interact with the audience
- Fill in the blanks
- Quality counts

## Types of Proposals

More than 95 percent of each year's conference programming comes directly from the open call for proposals. Sessions may be scheduled as a general session or concurrent session at Cal Cities' discretion. Select one of the available formats listed below that best fits your topic and desired outcomes or propose an alternative session format.

- **Keynote Speaker**

Keynote speakers are high-profile and designed to bring everyone together for a general session / and may set the tone of the event. This format permits approximately 45-60 minutes of an engaging presentation by a single speaker. Depending on time restrictions, the presentation may be followed by approximately 15 minutes of questions and answers with the audience or a moderator.

- **Panel Discussion**



- **Speed Sessions**

Fifteen minute bursts of information on one topic by one speaker followed by five (5) minutes of questions & answers. Typically, these engaging presentations are based on focused projects or personal experience.

- **Facilitated Group Discussion**

A 75 minute interactive conversation on a topic led by a single facilitator. You may include a maximum 15 minute presentation on which the issue/concern is framed and, then, guide a discussion among the attendees with prepared questions. At the conclusion of the discussion, the facilitator must spend time summarizing key findings, suggestions, and points.

- **Alternative Format**

Be creative! If your session does not fit one of the above formats, this is your opportunity to propose something different. Please be sure to provide the time, room setup, and other important details. Alternative formats will be accommodated based on interest level, space, and set-up availability.

## Requirements, Review, and Policies →

### Submission Requirements and Review

Submissions will be reviewed by a program planning committee.

Cal Cities reserves the right to modify accepted proposal session titles, descriptions, presenters or other elements as necessary to insure balance, quality and enhance marketability. If an originally accepted speaker cancels, the session may be disqualified. Additional speakers not included in the original proposal are not permitted to be added without review and approval.

### Successful Proposal Considerations

The following criteria may be considered during the review of submissions:

- **Relevance** - What are the practical applications of your ideas? Have you included reasoning and documentation to support your conclusions,



choices made, documented pre- and post-change effects and lessons learned.

- **Content expands attendees' knowledge** - Will your presentation expand knowledge beyond entry-level basics? Most conference participants are elected officials, appointed officials, and seasoned professionals. In general, direct your presentation to an intermediate or advanced audience.
- **Originality** - Does your presentation advance existing ideas or present new ideas? Has this material been presented elsewhere? You might apply proven techniques to new problems or identify and apply new approaches, techniques or philosophies. Assess the degree to which an application is a new tool. Avoid highlighting a named product or service...focus instead on the general attributes, benefits and drawbacks of a given application, process or tool.
- **Examples** - Do you have an appropriate number of examples? Documenting comparative results convinces participants that your ideas have been tested in the real world.
- **Timeliness** - Will your presentation still be up-to-date and cutting-edge in six to nine months when the conference occurs? Will your topic have implications in the future? How relevant is your topic in the context of pending legislation, regulations and technology?
- **Inclusion of good, solid insights** - What attendees want to learn is the reality versus the hype, the positive and negative attributes, problems encountered but not often discussed, realistic expectations for the operational use and adaptability to a changing environment. They are searching for guidelines and models to simplify or manage their own application or installation.
- **Logical conclusions** - Are your conclusions supported by data? Attendees place a high value on supporting data in assessing the value and applicability of presentations. Include adequate and convincing details.
- **Identification of outside resources** - Have you included sources of information, benchmark data or other examples?
- **Avoidance of product/vendor commercial** - No commercials and/or proprietary information for particular products, services or vendors are permitted.
- **Completeness of proposal** - The quality, completeness and accuracy of the proposal will be considered during session selection process.





- Five or more (5+) years of public presentation experience.
- Two or more (2+) years of experience related to working in or presenting on the topic or idea.
- More than two (2) successful speaking engagements to large audiences at a regional or state level in the past two years.
- Must not pose a conflict of interest with subject/business area or must disclose such information in each speaker bio submitted.
- No commercialism.

To ensure a variety of perspectives, Cal Cities policy limits the number of times an individual, group, business or organization can speak at a single conference. In addition, each panel should have no more than one panelist per city/county, firm, company or organization (exceptions may apply).

- **Overall** - In the end, you must make your case for the importance of this topic and its relevance to participants.

### Registration and Speaker Policy

The League of California Cities is unable to provide complimentary registration or any reimbursement of expenses, travel, or other compensation. We recognize and deeply appreciate your interest and commitment. The success of our program depends on the efforts of practicing professionals willing to volunteer their time to professional education.

### Privacy Policy

We value your privacy and will never share any of your personal information nor sell your e-mail address to an outside party.



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## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Nancy Vera, Human Resources Manager  
Isarel Perez Hernandez, Finance Director

**DATE:** February 7, 2022

**SUBJECT:** Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2022-2023 in Compliance with the California Public Employees' Retirement System (CalPERS) Requirement for Publicly Available Pay Schedules.

---

### **Recommendation:**

Staff recommends the City Council

- 1) Adopt a Resolution Approving the Amended Salary Schedule for Fiscal Year 2022 – 2023 as required by CalPERS Requirement for Publicly Available Pay Schedules.
- 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 Council annually approves the Salary Schedule for the given Fiscal Year as outlined by the Public Employees' Retirement Law (PERL) Government Code (GC) sections 20636 and 20636.1, which define compensation earnable for State, School, and Public Agency members. Section 570.5 of the California Code of Regulations (CCR) further clarifies compensation earnable.

For purposes of determining the amount of "compensation earnable" pursuant to GC sections 20630, 20636, and 20636.1, the pay rate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
2. Identifies the position title for every employee position;
3. Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the pay rate.

All eight (8) requirements must be met in one salary schedule for each member's pay in order for CalPERS to approve the pay amount as pay rate and reportable compensation earnable. All employers must comply with the compensation-earnable provisions and corresponding regulations of the PERL.

The noted change in the Salary Schedule for Fiscal Year 2022 – 2023 is the addition of the Accounting Supervisor position, which requires City Council approval and submission to CalPERS.

As noted in the attached Circular Letter (200-050-16) issued on November 4, 2016, by CalPERS, the requirements for compensation earnable and publicly available pay schedules are deemed to be crucial in order to adhere to the law. Staff will periodically bring the comprehensive salary schedule with updates to the City Council for approval as needed.

**Fiscal Impact:**

Salary schedule ranges are incorporated into the 2022-2023 Fiscal Year budget. No fiscal impact as a result of this action.

**Attachments:**

1. Resolution
2. Salary Schedule
3. CALPERS Circular Letter 200-050-16

## RESOLUTION NO. 2023 -

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE AMENDED SALARY SCHEDULE IN COMPLIANCE WITH THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) REQUIREMENTS FOR PUBLICLY AVAILABLE PAY SCHEDULES

**WHEREAS**, in order to meet CalPERS requirements for publicly available pay schedules, the City Council must approve a salary schedule for all City positions (including elected and appointed positions), independent from the salary schedules included in the memorandum of understanding with employee groups or employment agreements; and

**WHEREAS**, Title 2, §570.5 of the California Code of Regulations establishes certain requirements for a publicly available pay schedule; and

**WHEREAS**, the City of Wasco must comply with Government Code § 20636(B)(1) and Title 2, §570.5 of the California Code of Regulations.

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

**SECTION 1:** Approves the Salary Schedule update to include the Accounting Supervisor position for Fiscal Year 2022-23 in order to meet the requirements of Title 2, §570.5 of the California Code of Regulations.

**SECTION 2:** The Salary Schedule for Fiscal Year 2022-23 is included as an attachment to this Resolution.

**SECTION 3:** Authorizes the City Manager or City Manager's designee to endorse the salary schedule.

-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 February 7, 2022, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, REYNA, SALDAÑA, MEDINA

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**  
**POSITION & SALARY RANGE LIST**  
**EFFECTIVE 07/01/2022 - 06/30/2023**

DIRECTOR - ANNUAL											
		MINIMUM			MAXIMUM						
City Manager	Contract				\$180,250						
Deputy Public Works Director(s)	Contract			\$94,053.44				\$120,038.66			
Police Lieutenant	Contract			\$94,053.44				\$120,038.66			
Assitant City Manager	Contract			\$94,053.44				\$120,038.66			
Finance Director	Contract			\$104,573.69				\$133,465.47			
Community Development Director	Contract			\$104,573.69				\$133,465.47			
Public Works Director	Contract			\$104,573.69				\$133,465.47			
Police Chief	Contract			\$133,465.47				\$162,347.25			
ELECTED OFFICIALS - MONTHLY											
City Council Member	\$	300									
City Clerk/Treasurer	\$	60									
MID MANAGEMENT - EXEMPT PAY SCHEDULE - BIWEEKLY											
TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	ANNUAL PAY		HOURLY RATE	
Senior Planner	6	\$2,665.21	\$2,798.46	\$2,938.39	\$3,085.30	\$3,239.57	\$3,401.53	\$69,295.46	\$88,439.78	33.3151	42.5191
City Project Manager	9	\$2,870.13	\$3,013.64	\$3,164.32	\$3,322.53	\$3,488.66	\$3,663.10	\$74,623.38	\$95,240.60	35.8766	45.7888
Chief Building Official	9	\$2,870.13	\$3,013.64	\$3,164.32	\$3,322.53	\$3,488.66	\$3,663.10	\$74,623.38	\$95,240.60	35.8766	45.7888
Human Resources Manager	9	\$2,870.13	\$3,013.64	\$3,164.32	\$3,322.53	\$3,488.66	\$3,663.10	\$74,623.38	\$95,240.60	35.8766	45.7888
Sanitation Superintendent	9	\$2,870.13	\$3,013.64	\$3,164.32	\$3,322.53	\$3,488.66	\$3,663.10	\$74,623.38	\$95,240.60	35.8766	45.7888
Accounting Manager	12	\$3,091.52	\$3,247.84	\$3,412.44	\$3,585.32	\$3,766.57	\$3,957.44	\$80,379.52	\$102,893.44	38.6440	49.4680
Administrative Manager	18	\$3,584.40	\$3,763.62	\$3,951.79	\$4,149.39	\$4,356.85	\$4,574.70	\$93,194.40	\$118,942.20	44.8050	57.1838
Non-Exempt Bi-Weekly Pay Schedule											
TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F	STEP A	STEP F
Utility Technician	23	\$ 1,403.21	\$ 1,473.37	\$ 1,547.04	\$ 1,624.39	\$ 1,705.62	\$ 1,790.90	\$36,483.46	\$46,563.40	17.5401	22.3863
Animal Shelter Service Worker	23	\$ 1,403.21	\$ 1,473.37	\$ 1,547.04	\$ 1,624.39	\$ 1,705.62	\$ 1,790.90	\$36,483.46	\$46,563.40	17.5401	22.3863
Animal Control Officer	25	\$ 1,474.24	\$ 1,547.96	\$ 1,625.36	\$ 1,706.63	\$ 1,791.96	\$ 1,881.55	\$38,330.24	\$48,920.30	18.4280	23.5194
Facilities Maintenance Technician I	25	\$ 1,474.24	\$ 1,547.96	\$ 1,625.36	\$ 1,706.63	\$ 1,791.96	\$ 1,881.55	\$38,330.24	\$48,920.30	18.4280	23.5194
Transit Bus Driver	25	\$ 1,474.24	\$ 1,547.96	\$ 1,625.36	\$ 1,706.63	\$ 1,791.96	\$ 1,881.55	\$38,330.24	\$48,920.30	18.4280	23.5194
Mechanic I	26	\$ 1,511.10	\$ 1,586.65	\$ 1,665.98	\$ 1,749.29	\$ 1,836.75	\$ 1,928.59	\$39,288.60	\$50,143.34	18.8888	24.1074
Street Maintenance Technician I	26	\$ 1,511.10	\$ 1,586.65	\$ 1,665.98	\$ 1,749.29	\$ 1,836.75	\$ 1,928.59	\$39,288.60	\$50,143.34	18.8888	24.1074
Water Operator-In-Training	26	\$ 1,511.10	\$ 1,586.65	\$ 1,665.98	\$ 1,749.29	\$ 1,836.75	\$ 1,928.59	\$39,288.60	\$50,143.34	18.8888	24.1074
WWTP Operator-In-Training	27	\$ 1,548.87	\$ 1,626.32	\$ 1,707.63	\$ 1,793.00	\$ 1,882.65	\$ 1,976.80	\$40,270.69	\$51,396.80	19.3609	24.7100
Street Sweeper Operator I	27	\$ 1,548.87	\$ 1,626.32	\$ 1,707.63	\$ 1,793.00	\$ 1,882.65	\$ 1,976.80	\$40,270.69	\$51,396.80	19.3609	24.7100
Street Maintenance Technician II	28	\$ 1,587.60	\$ 1,666.98	\$ 1,750.32	\$ 1,837.85	\$ 1,929.74	\$ 2,026.22	\$41,277.60	\$52,681.72	19.8450	25.3278
Billing and Collections Specialist I	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610
Mechanic II	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610
Administrative Assistant I	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610
Facilities Maintenance Technician II	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610
Sanitation Worker I	29	\$ 1,627.29	\$ 1,708.66	\$ 1,794.08	\$ 1,883.80	\$ 1,977.98	\$ 2,076.88	\$42,309.54	\$53,998.88	20.3411	25.9610
Wastewater Collections Specialist I	30	\$ 1,667.97	\$ 1,751.37	\$ 1,838.94	\$ 1,930.91	\$ 2,027.43	\$ 2,128.80	\$43,367.22	\$55,348.80	20.8496	26.6100
Water Operator I	30	\$ 1,667.97	\$ 1,751.37	\$ 1,838.94	\$ 1,930.91	\$ 2,027.43	\$ 2,128.80	\$43,367.22	\$55,348.80	20.8496	26.6100
Administrative Assistant II	31	\$ 1,709.68	\$ 1,795.16	\$ 1,884.92	\$ 1,979.17	\$ 2,078.12	\$ 2,182.02	\$44,451.68	\$56,732.52	21.3710	27.2753
Wastewater Plant Operator I	31	\$ 1,709.68	\$ 1,795.16	\$ 1,884.92	\$ 1,979.17	\$ 2,078.12	\$ 2,182.02	\$44,451.68	\$56,732.52	21.3710	27.2753
Sanitation Worker II	31	\$ 1,709.68	\$ 1,795.16	\$ 1,884.92	\$ 1,979.17	\$ 2,078.12	\$ 2,182.02	\$44,451.68	\$56,732.52	21.3710	27.2753
Payroll/AP Specialist	32	\$ 1,752.41	\$ 1,840.03	\$ 1,932.03	\$ 2,028.64	\$ 2,130.07	\$ 2,236.57	\$45,562.66	\$58,150.82	21.9051	27.9571
Executive Assistant I	33	\$ 1,796.22	\$ 1,886.03	\$ 1,980.33	\$ 2,079.35	\$ 2,183.32	\$ 2,292.48	\$46,701.72	\$59,604.48	22.4528	28.6560
Billing and Collections Specialist II	34	\$ 1,841.13	\$ 1,933.18	\$ 2,029.84	\$ 2,131.33	\$ 2,237.90	\$ 2,349.79	\$47,869.38	\$61,094.54	23.0141	29.3724
Water Operator II	34	\$ 1,841.13	\$ 1,933.18	\$ 2,029.84	\$ 2,131.33	\$ 2,237.90	\$ 2,349.79	\$47,869.38	\$61,094.54	23.0141	29.3724
Police Service Technician	36	\$ 1,934.33	\$ 2,031.04	\$ 2,132.59	\$ 2,239.22	\$ 2,351.18	\$ 2,468.73	\$50,292.58	\$64,186.98	24.1791	30.8591
Wastewater Plant Operator II	36	\$ 1,934.33	\$ 2,031.04	\$ 2,132.59	\$ 2,239.22	\$ 2,351.18	\$ 2,468.73	\$50,292.58	\$64,186.98	24.1791	30.8591
Human Resources Analyst I	37	\$ 1,982.68	\$ 2,081.82	\$ 2,185.92	\$ 2,295.21	\$ 2,409.97	\$ 2,530.46	\$51,549.68	\$65,791.96	24.7835	31.6308
Sanitation Supervisor	37	\$ 1,982.68	\$ 2,081.82	\$ 2,185.92	\$ 2,295.21	\$ 2,409.97	\$ 2,530.46	\$51,549.68	\$65,791.96	24.7835	31.6308
Streets Supervisor	37	\$ 1,982.68	\$ 2,081.82	\$ 2,185.92	\$ 2,295.21	\$ 2,409.97	\$ 2,530.46	\$51,549.68	\$65,791.96	24.7835	31.6308
Staff Accountant	38	\$ 2,032.25	\$ 2,133.86	\$ 2,240.56	\$ 2,352.58	\$ 2,470.22	\$ 2,593.73	\$52,838.50	\$67,436.98	25.4031	32.4216
Water Operator III	38	\$ 2,032.25	\$ 2,133.86	\$ 2,240.56	\$ 2,352.58	\$ 2,470.22	\$ 2,593.73	\$52,838.50	\$67,436.98	25.4031	32.4216
Building Inspector I	40	\$ 2,135.13	\$ 2,241.89	\$ 2,353.96	\$ 2,471.68	\$ 2,595.26	\$ 2,725.03	\$55,513.38	\$70,850.78	26.6891	34.0629
Code Compliance Officer I	40	\$ 2,135.13	\$ 2,241.89	\$ 2,353.96	\$ 2,471.68	\$ 2,595.26	\$ 2,725.03	\$55,513.38	\$70,850.78	26.6891	34.0629
Assistant Planner	41	\$ 2,188.50	\$ 2,297.93	\$ 2,412.83	\$ 2,533.47	\$ 2,660.14	\$ 2,793.15	\$56,901.00	\$72,621.90	27.3563	34.9144
Code Compliance Officer II	43	\$ 2,299.31	\$ 2,414.27	\$ 2,534.98	\$ 2,661.74	\$ 2,794.82	\$ 2,934.57	\$59,782.06	\$76,298.82	28.7414	36.6821
GIS Specialist	43	\$ 2,299.31	\$ 2,414.27	\$ 2,534.98	\$ 2,661.74	\$ 2,794.82	\$ 2,934.57	\$59,782.06	\$76,298.82	28.7414	36.6821
Wastewater Plant Operator III	43	\$ 2,299.31	\$ 2,414.27	\$ 2,534.98	\$ 2,661.74	\$ 2,794.82	\$ 2,934.57	\$59,782.06	\$76,298.82	28.7414	36.6821
Associate Planner	44	\$ 2,356.78	\$ 2,474.63	\$ 2,598.36	\$ 2,728.28	\$ 2,864.70	\$ 3,007.93	\$61,276.28	\$78,206.18	29.4598	37.5991
Water Supervisor	44	\$ 2,356.78	\$ 2,474.63	\$ 2,598.36	\$ 2,728.28	\$ 2,864.70	\$ 3,007.93	\$61,276.28	\$78,206.18	29.4598	37.5991
Wastewater Supervisor	44	\$ 2,356.78	\$ 2,474.63	\$ 2,598.36	\$ 2,728.28	\$ 2,864.70	\$ 3,007.93	\$61,276.28	\$78,206.18	29.4598	37.5991
Accounting Supervisor	44	\$ 2,356.78	\$ 2,474.63	\$ 2,598.36	\$ 2,728.28	\$ 2,864.70	\$ 3,007.93	\$61,276.28	\$78,206.18	29.4598	37.5991
Information Technology & Marketing Specialist	46	\$ 2,476.12	\$ 2,599.91	\$ 2,729.92	\$ 2,866.42	\$ 3,009.73	\$ 3,160.23	\$64,379.12	\$82,165.98	30.9515	39.5029



California Public Employees' Retirement System  
P.O. Box 942715  
Sacramento, CA 94229-2715  
(888) CalPERS (or 888-225-7377)  
TTY: (877) 249-7442  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

Circular Letter: 200-050-16  
Distribution: IV, V, VI, X, XII, XVI

## Circular Letter

November 4, 2016

TO: **ALL CALPERS EMPLOYERS**

SUBJECT: **STATUTORY AND REGULATORY REQUIREMENTS FOR COMPENSATION  
EARNABLE AND PUBLICLY AVAILABLE PAY SCHEDULES**

Accurate Payroll reporting is crucial for providing accurate member benefits. The purpose of this letter is to remind employers of the requirements for compensation earnable and publicly available pay schedules.

### **Compensation Earnable**

Only those pay amounts that meet the definition of compensation earnable are used when calculating retirement benefits. For more information about compensation earnable, please refer to the Public Employees' Retirement Law (PERL) Government Code (GC) sections 20636 and 20636.1 which define compensation earnable for State, School, and Public Agency members. Compensation earnable is further clarified by California Code of Regulations (CCR) Section 570.5.

All employers must comply with the compensation earnable provisions and corresponding regulations of the PERL. Where employers fail to comply, pay amounts will be determined to not constitute payrate, and accordingly, CalPERS will be unable to use such pay amounts when calculating members' retirement benefits.

### **Requirement for Publicly Available Pay Schedules**

To meet the definition of compensation earnable, an amount of pay must either constitute payrate or special compensation as defined in the statutes. GC section 20636(d) further requires that payrate and special compensation schedules, ordinances, or similar documents are public records.

Employers must review their pay schedules to verify that all members' pay amounts are included within a publicly available pay schedule.



**Compensation Earnable Government Codes**

GC section 20636(b)(1) (applicable to Public Agency members) and 20636.1(b)(1) (applicable to School members) require pay amounts to be paid pursuant to publicly available pay schedules. For example, GC section 20636 (b)(1) states:

“Payrate means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. “Payrate,” for a member who is not in a group or class, means the monthly rate of pay or base pay of the member, paid in cash and pursuant to publicly available pay schedules, for services rendered on a full-time basis during normal working hours, subject to the limitations of paragraph (2) of subdivision (e).”

CCR 570.5 specifies the required elements necessary to meet the definition of a publicly available pay schedule as follows:

- (a) For purposes of determining the amount of “compensation earnable” pursuant to GC sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:
  - (1) Has been duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws;
  - (2) Identifies the position title for every employee position;
  - (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
  - (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
  - (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer’s internet website;
  - (6) Indicates an effective date and date of any revisions;
  - (7) Is retained by the employer and available for public inspection for not less than five years; and
  - (8) Does not reference another document in lieu of disclosing the payrate.

All eight (8) requirements must be met in one salary schedule for each member’s pay, in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable.

**Publicly Available Pay Schedules Government Code**

If an agency cannot provide a document meeting the requirements for a publicly available pay schedule, then CalPERS must determine that the pay amount fails to meet the definition of payrate. CCR 570.5 (b)(1)-(4) outlines the process by which CalPERS may determine a member's payrate when there is no publicly available pay schedule provided.

CCR 570.5 (b) states:

- (b) Whenever an employer fails to meet the requirements of subdivision (a) above, the Board, in its sole discretion, may determine an amount that will be considered to be payrate, taking into consideration all information it deems relevant including, but not limited to, the following:
  - (1) Documents approved by the employer's governing body in accordance with requirements of public meetings laws and maintained by the employer;
  - (2) Last payrate listed on a pay schedule that conforms to the requirements of subdivision (a) with the same employer for the position at issue;
  - (3) Last payrate for the member that is listed on a pay schedule that conforms with the requirements of subdivision (a) with the same employer for a different position;
  - (4) Last payrate for the member in a position that was held by the member and that is listed on a pay schedule that conforms with the requirements of subdivision (a) of a former CalPERS employer.

For assistance or questions, please direct your inquiries to the CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**).

Renee Ostrander, Chief  
Employer Account Management Division



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Accept all bids and Adopt a Resolution Authorizing The City Manager or designee to enter and execute an Agreement with the awarded Contractor Amerivet Contracting Incorporated for the interior demolition of the Sheriff's Activity League (SAL) Building in the amount of \$13,800.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.

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### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing the City Manager or designee to Endorse and Enter into an Agreement with Amerivet Contracting Incorporated for the interior demolition of the Sheriff's Activity League (SAL) Building in the amount of \$13,800.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$10,000.
- 2) Find that this Project is Categorically Excluded per 24 CF\$ 58.35(a), and subject to laws and authorities at 58.5: (3)(iii)(B) Rehabilitation of buildings and improvements of non-residential structures, including commercial, industrial and public buildings does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

### **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 categorically excluded per 24 CF\$ 58.35(a), and subject to laws and authorities at 58.5: (3)(iii)(B) Rehabilitation of buildings and improvements of non-residential structures, including commercial, industrial and public buildings does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

**Discussion:**

On December 28, 2022 the City received an executed agreement from the Housing and Community Development Department (HCD) approving an amendment of funds totaling \$511,964.00 to be utilized for the remodel of the Sheriff's Activity League (SAL) Building.

This renovation project will consist of two phases. Phase 1 will be the demolition of the interior walls and insulation in order to allow Staff and potential bidders to see the current condition of the building. Phase 2 will be a design-build system where a contractor/designer combination is procured to complete the design and construction of the facility. The staff made the decision to combine these phases in order to meet the tight deadline requirements of the Project.

The purpose of this staff report is in regard to phase 1 of this project.

Staff reached out to four different Contractors to receive quotes for the demolition phase of work and only received responses from two as follows:

Contractor	Cost
Amerivet Contracting	\$13,800.00
Crosswhite Construction	\$16,200.00

The staff has ensured that the procurement processes of the HCD were followed throughout this process. This particular procurement was performed under the small purchase procedures section of their procurement guidelines. This is the applicable section due to the estimated cost being less than \$250,000.00.

After reviewing the provided quotes, Staff has determined that Amerivet Contracting is the most cost-effective qualified contractor. As such, Staff recommends awarding phase 1 of the SAL Renovation Project to Amerivet Contracting.

**Fiscal Impact:**

The City has executed an agreement with HCD providing funds totaling \$511,964.00. \$66,555.00 of these funds are to be used for general administration costs, and the remaining \$445,409.00 are to be used for facility improvements. Phase 1 costs of \$13,800.00 will come out of the \$445,409.00, leaving a remainder of \$431,609.00.

**Attachments:**

1. Resolution
2. Bid
3. Categorical Exclusion
4. Agreement



U.S. Department of Housing and Urban  
Development  
451 Seventh Street, SW  
Washington, DC 20410  
www.hud.gov  
espanol.hud.gov

## **Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5 Pursuant to 24 CFR 58.35(a)**

### **Project Information**

**Project Name:** Sheriff's Activities League (SAL) Youth Center Rehab

**Responsible Entity:** City of Wasco

**Grant Recipient** (if different than Responsible Entity):

**State/Local Identifier:** CA

**Preparer:** Christy Hodson, Administrative Analyst

**Certifying Officer Name and Title:** M. Scott Hulbert, City Manager

**Grant Recipient** (if different than Responsible Entity):

**Consultant** (if applicable): Self-Help Enterprises

**Direct Comments to:** Christy Hodson, 559-802-1585; [christyh@selfhelpenterprises.org](mailto:christyh@selfhelpenterprises.org)

**Project Location:** 1445 12<sup>th</sup> Street, Wasco, CA 93280

**Description of the Proposed Project** [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Proposed rehab work on this property will involve the following:

- Electrical repairs (re-wiring lights from panel box out rather than re-using existing circuitry, but assumes leaving some of the existing circuitry in place for plugs that are to remain) it is likely there will be some changes to the existing circuitry such as GFI's etc.
- Insulation (the majority of the building is already insulated, but accounts for replacing rotted pieces, missing pieces, etc. and potentially upgrading at least the ceiling insulation to match today's standards).
- HVAC Upgrades (to those in the worst conditions, but also allocates some funds to re-do some of the ducting in the building while the ceiling is out).
- Framing (additional rot along the East wall that is not exposed as well as in other areas of the building including some fascia board replacement. Also includes monies for post & beam installations in various areas).
- Painting (interior new drywall only, if funds permit)



- Garage door (replacing the main door in the front and 2 on the side)
- Roof repairs (spot-fixes since the majority of the roof seems to be ok).
- Misc. interior & exterior improvements (to cover many of the oddities around the building such as the pipe visible by the office doorway, bolts that are sticking above ground, trip hazards, potentially some ADA improvements etc)

**Level of Environmental Review Determination:**

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3)(iii)(B) Rehabilitation of buildings and improvements of non-residential structures, including commercial, industrial and public buildings does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

**Funding Information**

Grant Number	HUD Program	Funding Amount
19-HOME-14975	HOME	\$399,750

**Estimated Total HUD Funded Amount: \$399,750**

**Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$399,750**

**Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities**

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

<b>Compliance Factors:</b> Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 &amp; 58.6</b>		
<b>Airport Hazards</b>  24 CFR Part 51 Subpart D	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	Wasco Airport is approx. 2.8 miles from the project location but is not near an air zone.

		<p>There are no military airports located within the project area.</p> <p>Source (Exhibit 1): Map of FAA National Plan of Integrated Airport Systems Report (2021-2025), Appendix B, Page B-13; <a href="https://www.faa.gov/airports/planning_capacity/npias/current/media/NPIAS-2021-2025-Appendix-B.pdf">https://www.faa.gov/airports/planning_capacity/npias/current/media/NPIAS-2021-2025-Appendix-B.pdf</a></p> <p>OPR California Advisory Planning Handbook, Military Installations, TableA-3-Major California Military Installations by County, <a href="http://opr.ca.gov/docs/20190812-2016_CA_Handbook.pdf">http://opr.ca.gov/docs/20190812-2016_CA_Handbook.pdf</a></p>
<p><b>Coastal Barrier Resources</b></p> <p>Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>This project is located in a state that does not contain CBRS units. Therefore, this project is in compliance with the Coastal Barrier Resources Act. <u>Source (Exhibit 2):</u> CBR System Mapper-\</p> <p><a href="https://www.fws.gov/cbra/maps/mapper.html">https://www.fws.gov/cbra/maps/mapper.html</a> Printout of Map</p>
<p><b>Flood Insurance</b></p> <p>Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>According to Community Panel Number 06029C1275E, dated September 26, 2008, the subject property appears to be located in Unshaded Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain. The structure or insurable property is not located in a FEMA-designated Special Flood Hazard Area. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with flood insurance requirements. <u>Source (Exhibit 3):</u> InterFlood Map of subject property</p>
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 &amp; 58.5</b>		
<p><b>Clean Air</b></p> <p>Clean Air Act, as amended, particularly section 176(c) &amp; (d); 40 CFR Parts 6, 51, 93</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>The project will not have a significant adverse impact on air quality, the project conforms to the EPA approved State Implementation Plan, and the project is not subject to District Rule 9510 (Indirect Source Review). District comments will be provided to the project proponent as recommended by SJVAPCD. (Exhibit 4)</p>



<p><b>Coastal Zone Management</b></p> <p>Coastal Zone Management Act, sections 307(c) &amp; (d)</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>This project does not involve placement, erection, or removal of materials, nor increase the intensity of use in a Coastal Zone. The property is located within the Central San Joaquin Valley, not in or near any Coastal Zone per definition of a coastal zone, Coastal Act Public Code 30103. Source (Exhibit 5); California Coastal Act Section 30103; California Digital Coastal Zone Boundaries-Maps of San Luis Obispo &amp; Monterey Regions (nearest to City of Corcoran).</p>
<p><b>Contamination and Toxic Substances</b></p> <p>24 CFR Part 50.3(i) &amp; 58.5(i)(2)</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>This project is not located within one mile of a National Priorities List (NLP) ("Superfund") site, within 2,000 feet of a Comprehensive Information System (CERCLIS) site. Rocque Borjon is 907.51 ft. from project site but report shows no known toxins. PG&amp;E is 1,490 feet away with ignitable waste and methylethyl ketone listed on facility information report. The listed substance is not directly at or near the project site, and per 40 CFR 63.61 has been deleted from the list of hazardous air pollutants established by 42.U.S.C. 7412 (b)(1), therefore will not impact this project. Source: CA Department of Toxic Substances Control, <a href="http://www.envirostor.dtsc.ca.gov/public">http://www.envirostor.dtsc.ca.gov/public</a> U.S. EPA Envirofacts CERCLIS Search, <a href="http://www2.epa.gov/enviro/cerclis-search">http://www2.epa.gov/enviro/cerclis-search</a> 63.61 Deletion of methyl ethyl ketone from list of hazardous air pollutants:eCFR :: 40 CFR Part 63 Subpart C -- List of Hazardous Air Pollutants, Petitions Process, Lesser Quantity Designations, Source Category List (Exhibit 6).</p>
<p><b>Endangered Species</b></p> <p>Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>Determination of No Effect: The project does not involve any activities that have a potential to affect a listed species or designated critical habitat. According to the U.S. Fish and Wildlife Service Critical Habitat Mapper, there are no listed species or designated critical habitats at this location. Source: U.S. Fish &amp; Wildlife Service Critical Habitat Mapper, <a href="https://ecos.fws.gov/ecp/report/table/critical-habitat.html">https://ecos.fws.gov/ecp/report/table/critical-habitat.html</a> (online mapper) (Exhibit 7).</p>

<p><b>Explosive and Flammable Hazards</b></p> <p>24 CFR Part 51 Subpart C</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>The project will involve rehab of an existing public facility that will include electric repairs, insulation, HVAC upgrades, framing, painting, roof repairs and misc. interior and exterior improvements. installation of curbs and gutters. Project location is in a combination of both residential and commercial areas and will not result in an increased number of people being exposed by increasing density, conversion to habitation, or making a vacant building habitable. Based on the EnviroStor Map, there are no gas stations or other flammable sites within 1000 ft. of the project area. Source (Exhibit 8)</p> <p><a href="https://www.envirostor.dtsc.ca.gov/public/map/?islink=true&amp;federal_superfund=true&amp;state_response=true&amp;voluntary_cleanup=true&amp;school_cleanup=true&amp;evaluation=true&amp;school_investigation=true&amp;military_evaluation=true&amp;tiered_permit=true&amp;ca_site=true&amp;historical=true&amp;operating=true&amp;post_closure=true&amp;non_operating=true&amp;zl=15&amp;lat=36.700795464888564&amp;lng=-119.55607671654734">https://www.envirostor.dtsc.ca.gov/public/map/?islink=true&amp;federal_superfund=true&amp;state_response=true&amp;voluntary_cleanup=true&amp;school_cleanup=true&amp;evaluation=true&amp;school_investigation=true&amp;military_evaluation=true&amp;tiered_permit=true&amp;ca_site=true&amp;historical=true&amp;operating=true&amp;post_closure=true&amp;non_operating=true&amp;zl=15&amp;lat=36.700795464888564&amp;lng=-119.55607671654734</a></p>
<p><b>Farmlands Protection</b></p> <p>Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>Per the Farmland Protection Policy Act (FPPA), projects on land already in urban development are not subject to FPPA. The property is on an established residential site and does not contain any prime or unique farmlands; therefore, the project will have no negative impact. (Exhibit 9)</p>
<p><b>Floodplain Management</b></p> <p>Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>The property is located in an area of Minimal Food Hazard (no shading), Source Document FEMA/FIRMette #06029C1275E, dated September 26, 2008, Flood Insurance under the National Flood Insurance Program is not mandatory (Exhibit 3). Because the project site is in Zone X, the project is compliant with Executive Order 11988.</p>
<p><b>Historic Preservation</b></p> <p>National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>City of Wasco was advised that per the Section 106 review process, Self-Help Enterprises SHE determined that no historic properties would be affected per 36 CFR 800.4. Although no historic properties were listed in the historic properties register, SHPO was consulted on 10/21/2022. City will follow comments and direction provided by SHPO (Exhibit 10)</p>

<b>Noise Abatement and Control</b>  Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project does not involve noise sensitive land development. All work will be done in accordance with City of Wasco Noise Ordinance (Exhibit 11)
<b>Sole Source Aquifers</b>  Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	The property is not located within a U.S. Environmental Protection Agency (EPA)-designated sole source aquifer area. Source: EPA Sole Source Aquifer Designations and Map, Region 9, <a href="https://www.epa.gov/dwssa/map-solesource-aquifer-locations">https://www.epa.gov/dwssa/map-solesource-aquifer-locations</a> (Exhibit 12)
<b>Wetlands Protection</b>  Executive Order 11990, particularly sections 2 and 5	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	According to the National Wetlands Inventory map referenced below, there are no mapped wetlands on or near the project site and the project is in compliance with Executive Order 11990. Source: U.S. Fish and Wildlife Service National Wetlands Inventory Map, <a href="http://www.fws.gov/wetlands/Data/Mapper.html">http://www.fws.gov/wetlands/Data/Mapper.html</a> (Exhibit 13).
<b>Wild and Scenic Rivers</b>  Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	The closest Wild and Scenic River is the Kern River, approximately 50 miles east of Wasco. The project would not be expected to impact Wild & Scenic Rivers and is in compliance. Source: Wild and Scenic Rivers Act Section 7(b) Technical Assistance received from Zach Carter, HUD Field Environmental Officer.
<b>ENVIRONMENTAL JUSTICE</b>		
<b>Environmental Justice</b>  Executive Order 12898	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project does not involve acquisition of housing, land for development, or new construction. The rehabilitation activity does not involve unresolved adverse environmental factors. As a result, Executive Order 12898 does not apply to this project. <u>Source (Exhibit 14):</u> Printout of technical assistance correspondence with Zach Carter, HUD Region IX Field Environmental Officer.



### Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

### **Determination:**

- ☒ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Christy Hodson Date: 1/20/2022

Name/Title/Organization: Christy Hodson / Administrative Analyst / Self-Help Enterprises

Responsible Entity Agency Official Signature: M Scott Hurlbert (Jan 20, 2023 19:08 PST) Date: Jan 20, 2023

Name/Title: M. Scott Hurlbert/City Manager

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

# CEST Form - SAL Youth Center Bldg. Improvements

Final Audit Report

2023-01-21

Created:	2023-01-20
By:	Wasco City Hall City of Wasco (mamartinez@cityofwasco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfgFU13tq4x1i9lssAAFz2aOAAG_LG_xY


## "CEST Form - SAL Youth Center Bldg. Improvements" History

 Document created by Wasco City Hall City of Wasco (mamartinez@cityofwasco.org)  
2023-01-20 - 11:05:53 PM GMT

 Document emailed to M Scott Hurlbert (schurlbert@cityofwasco.org) for signature  
2023-01-20 - 11:06:47 PM GMT

 Email viewed by M Scott Hurlbert (schurlbert@cityofwasco.org)  
2023-01-21 - 3:07:32 AM GMT

 Document e-signed by M Scott Hurlbert (schurlbert@cityofwasco.org)  
Signature Date: 2023-01-21 - 3:08:37 AM GMT - Time Source: server

 Agreement completed.  
2023-01-21 - 3:08:37 AM GMT

## **RESOLUTION NO. 2023 -**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER AND EXECUTE AN AGREEMENT WITH AMERIVET CONTRACTING, INC.**

**WHEREAS**, the City of Wasco wishes to contract with Amerivet Contracting, Inc. for the interior demolition of the Sheriff's Activity League (SAL) Building in the amount of \$13,800.00; and

**WHEREAS**, due to the nature of the proposed work, the City of Wasco wishes to authorize change orders and make quantity adjustments to the contract in an amount not exceeding \$10,000.00; and

**WHEREAS**, the services provided are described in the Agreement attached as 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**, Amerivet Contracting, 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**, Amerivet Contracting, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of January 23, 2023.

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

**SECTION 1:** Authorizes the City Manager or designee to enter and execute an agreement with Amerivet Contracting Inc. for the interior demolition of the Sheriff's Activity League (SAL) Building in the amount of \$13,800.00.

**SECTION 2:** Authorizes the City Manager or designee to execute change orders and make quantity adjustments to the contract in an amount not exceeding \$10,000.00.

-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 February 7, 2022, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, REYNA, SALDAÑA, MEDINA

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



## **AGREEMENT No. 2023 -**

**THIS AGREEMENT** made this 7<sup>th</sup> day of February, 2023, by and between the CITY OF WASCO, hereinafter "City," and Amerivet Contracting Inc., a California Corporation, hereinafter "Contractor,"

### **W I T N E S S E T H:**

WHEREAS, City wishes to hire Contractor demolish and haul off drywall, insulation and carpet and such other services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions described hereinafter and Contractor is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor hereby agrees to perform the Services under the terms and conditions described hereinafter.
3. Contractor shall perform the Services for a total price of not to exceed \$13,800.00 (the "Total Price"). The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager and the City Council.
4. Contractor shall complete the Services within thirty (20) working days after issuance of a Notice to Proceed by the City.
5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall

lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

6. Contractor shall pay, and shall require subcontractors to pay, employees working for a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determination and wage standards for the State of California. In accordance with Section 1775 of California Labor Code, Contractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Contractor and its subcontractors shall pay to persons employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Contractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Contractor.

7. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof and any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

8. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours' notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at

law or in equity.

9. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

10. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions on the premises where the Services are performed. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractor's officers, employees, , subcontractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

11. Contractor shall not assign any portion of this Agreement to any other person or entity.

12. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

13. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as

hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8<sup>th</sup> Street, Wasco, California 93280, Fax — (661) 758-7239, [Email: cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org); and Contractor — Drew Simpson, Amerivet Contracting, Inc., 1706 Hoover Ave. National City, CA. 91950, Phone — (858) 232-0809, Email – [Drew@vetcontracting.com](mailto:Drew@vetcontracting.com). Any party may change its address or fax number by giving notice to the other party in the manner herein described.

15. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

16. This Agreement may only be amended by a writing executed by all parties.

17. Each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

18. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

19. This Agreement may be executed in counterparts. A facsimile or electronic version of this Agreement shall be as effective as the original for all purposes.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Subject to the restrictions on assignment in Paragraph 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

22. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

23. Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

24. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

agency in the discharge of the agency's primary responsibility for securing compliance.

25. During the performance of this contract, the Contractor will comply with the Davis-Bacon Act as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

26. During the performance of this contract, the Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first hereinabove written.

\_\_\_\_\_  
M. SCOTT HURLBERT, City Manager, City of  
Wasco, California, "**City**"

Amerivet Contracting, Inc.  
a California Corporation, "**Contractor**"

By: \_\_\_\_\_  
Drew Simpson, President

Attachments:

- "Exhibit A" Contractors proposed services
- FHWA 1273 "Required Contract Provisions Federal-Aid Construction Contracts"

EXHIBIT "A"



**AMERIVET CONTRACTING dba AMERIVET**

DVBE, SB(micro), SB-PW, SLBE, ELBE, SBE, SDVOSB

1706 Hoover Ave, National City Ca 91950

(P) 858.232.0809

(E) Drew@vetcontracting.com

vetcontracting.com

**Proposal / Bid**

Quote No:

Bid Date: 1/24/23

Cust #:

**Proposal For Demolition**

Amerivet Contracting is a CA DGS certified Small Business (SB), Disabled Veteran Business Enterprise (DVBE), and Small Business for the purpose of Public Works (SB-PW). We are a San Diego certified Small Local Business Enterprise (SLBE) & Emerging Local Business Enterprise (ELBE). We help prime contractors and government entities meet state and federal small business and diversity goals.

DVBE/SB # 2009030  
SD SLBE/ELBE Certification # 17AC1648  
DUNS: 080683814  
CAGE: 89J71  
Supplier ID: 20777404  
CSLB# 1058200  
DIR# 1000379724"

**Attn:**

Company

City of Wasco

Attn:

Kameron Arnold

Address

Email

**Project Info:**

Project:

1445 12th Street

Location:

Wasco, CA

Start Date:

TBD

Wage Rate:

Prevailing

**Description:**

Demolish all drywall down to studs, remove insulation, electrical, carpet, and demolish bathroom.  
Remove weeds and debris from outside of building.

**Exclusions:** \*\*See Terms and Conditions at bottom of page for typical exclusions

Abatement of any kind

**Plan Reference:**

Total Price: \$ 13,800.00

**Terms and Conditions**

1. This proposal is good for thirty (30) days from the date of submission.
2. All prices are per plan unless otherwise noted in this proposal.
3. Excludes permitting and traffic control unless otherwise noted.
4. All work is assumed to be able to be completed in a single move-on unless otherwise noted in this proposal.
5. Unforeseen conditions are not included in this proposal and will be completed on a T&M basis or via a priced change order.
6. Night, weekend, and overtime are not included in this proposal unless noted.
7. Proposal excludes abatement of any kind.
8. Concrete to be demolished is assumed to be no thicker than 5.5" thick. Footings are assumed to be typical 18" by 2' deep.
9. Asphalt assumed to be no more than 4" thick.
10. All finishes are assumed to be single ply including drywall, flooring, ceilings, concrete and pavement.
11. This proposal does not include prevailing wages unless noted in this proposal.
12. Flooring demolition excludes grinding of adhesive unless otherwise noted in this proposal.
13. Removal of debris Produced by others are not included unless noted in this proposal.

FHWA-1273 -- Revised July 5, 2022

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments,

The applicable requirements of Form FHWA-

withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

## **II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 601.4(b) and, for all construction contracts exceeding

\$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

### **1. Equal Employment Opportunity:**

Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (**see** 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR

Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific

requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of

and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working

conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability.

The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will



inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such

unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain

qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:**

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure

subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient 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, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
  - (4) Disqualifying the contractor from future bidding as nonresponsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting



agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related

construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a

project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA1273 format and FHWA program requirements.

## **1. Minimum wages (29 CFR 5.5)**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of

paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued

payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DavisBacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in

which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide

addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission

of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees (29 CFR 5.5)**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a



person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship

Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the

wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division

determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section

IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the DavisBacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of



this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this

paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract 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 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal

Civil Penalties Inflation Adjustment Act of 1990).

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not

less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of

compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and

that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29

CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all

persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**  
(42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant

contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is



submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that

it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local)

with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.



- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who

has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its

principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals: (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by

any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language

of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United

States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS**

**ROAD CONTRACTS** (23 CFR 633,  
Subpart B, Appendix B) This provision  
is applicable to all Federal-aid projects  
funded under the Appalachian Regional  
Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment

Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area

to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Introduce and Waiver of the First Reading by title only of an Ordinance of the City of Wasco Amending Table 2-6 of Municipal Code Section 17.22.070 and Amending Boundaries on Figure 2-4 of the Municipal Code Section 17.24.040 to allow drive-throughs with a Conditional Use Permit and Find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305.

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### **Recommendation:**

Staff recommends that the City Council:

1. Conduct the public hearing and introduce and waiver of the First Reading of "Zone Ordinance Text Amendment and Boundary change request: Requesting to amend Table 2-6 of Municipal Code Section 17.22.070 to allow drive-throughs with a conditional use permit and a request to amend the boundaries of the Historic Downtown (H-D) Combining District (Municipal Code section 17.24.040)."
2. Find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305.

### **Environmental Review:**

Find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305 Class 5 consists of minor alterations in land use limitations.

### **Discussion:**

The project is a Zoning Ordinance Text Amendment Request for two amendments: Amend Table 2-6 of Section 17.22.070 'Commercial, and Industrial Zone Uses,' where the applicant is requesting the Land Use type for 'Restaurants – Fast Food with drive-thru' to be changed from 'Use Not Allowed' to 'Conditional Use Permit' (as shown in Attachment 3); and to amend the boundaries on Section 17.24.040 'Historic Downtown (H-D) Combining District' shown on Figure 2-4 of the Municipal code (as shown in Attachment 4).

The applicant is requesting that the two parcels in question, APN's 030-061-12 and 030-061-13, be removed from the Historic Downtown Combining District. Both amendments are being requested due to drive-throughs not being allowed in the Central District zoning or Historic Downtown Combining district. The applicant's parcels are on the edge of the boundaries of the Historic Downtown Combining District.

In order to allow a drive-through at 727 6th Street, the following amendments are necessary:

1. Amend Table 2-6 of Section 17.22.070 'Commercial, and Industrial Zone Uses' changing the Land Use 'Restaurants – Fast Food with Drive- Thru' from 'Use Not Allowed' to 'Conditional Use Permit' (C); and
2. Amend the boundaries on Figure 2-4 of Section 17.24.040 'Historic Downtown (H-D) Combining District' to exclude the subject property due to drive-throughs not being allowed in the H-D District.

On November 14, 2022, the Planning Commission held a Public Hearing, passed and adopted Resolution 2022-0006, a resolution of the Planning Commission of the City of Wasco recommending approval of Zoning Ordinance Text Amendment and Zone Change 22-01.

**Fiscal Impact:**

None

**Attachments:**

1. Adopted Resolution 2022-0006 of the Planning Commission
2. Proof of Published Public Hearing Notice
3. Section 17.22.070, Table 2-6 Commercial and Industrial Zone Uses Land Use Table – Proposed
4. Section 17.24.040, Figure 2-4 Historic Downtown Combining District Boundaries – Proposed



**CITY OF WASCO PLANNING COMMISSION  
RESOLUTION NO. 2022-0006**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WASCO  
RECOMMENDING APPROVAL OF ZONING ORDINANCE TEXT AMENDMENT AND ZONE  
CHANGE 22-01**

**WHEREAS**, Zakaria Ali and Alaa Al Gumaiei filed an application requesting approval of Zone Ordinance Text Amendment 22-01 and Zone Change 22-01, proposing a Zoning Ordinance Text Amendment and Boundary change request: Requesting to amend Table 2-6 of Municipal Code Section 17.22.070 to allow drive throughs with a Conditional Use Permit and a request to amend the boundaries of the Historic Downtown (H-D) Combining District of Municipal Code section 17.24.040

**WHEREAS**, the parcel of said real property affected is APN 030-061-12 and 030-061-13; and,

**WHEREAS**, said application has been made in the form and manner prescribed by the City of Wasco Municipal Code and is on file with the Community Development Department and reference is hereby made thereto for further particulars; and,

**WHEREAS**, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Government Code Section 15305 - Class 5 consist of minor alterations in land use limitations; and,

**WHEREAS**, the Planning Commission, through its clerk, did set, Monday, November 14, 2022 at the hour of 6:00 p.m. in the Council Chambers located at 746 8<sup>th</sup> Street, Wasco California as the time and place of a public hearing on Zone Ordinance Text Amendment and Zoning Change 22-01; and,

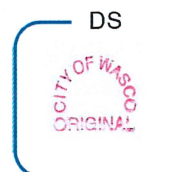
**WHEREAS**, notice of the public hearing was given in the manner provided in Title 17 of the Wasco Municipal Code; and,

**WHEREAS**, said public hearing was duly and timely conducted, during which the proposal was explained by a representative of the Planning Department and all persons desiring to were duly heard; and,

**WHEREAS**, the Commission has considered the report of the Planning Department and all the testimony presented during said public hearing, after which the public hearing was concluded.

**NOW, THEREFORE, BE IT RESOLVED**, by the Planning Commission of the City of Wasco that it hereby finds and determines as follows:

1. That all the foregoing recitals are true and correct.
2. The proposed Zoning Ordinance Text Amendment and Zone Change is consistent with the goals and policies in the City of Wasco General Plan;





3. This action is in compliance with the requirements of the California Environmental Quality Act (CEQA), this chapter, and other applicable codes and ordinances;
4. There will be no potentially significant negative impacts upon environmental quality and natural resources that could not be properly mitigated and monitored;
5. Zoning Ordinance Text Amendment 22-01 and Zone Change 22-01 is hereby recommended for approval.

I **HEREBY CERTIFY** that the foregoing Resolution No. 2022-0006 was passed and adopted by the Planning Commission of the City of Wasco at a regular meeting thereof held on November 14, 2022 by the following vote:

COMMISSION MEMBERS:

AYES: HOLTERMANN, RUEDA, SKEELS  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: CLENDENEN

DocuSigned by:

*Robert Holtermann*

7581B0A74C7B479...

\_\_\_\_\_  
CHAIR

of the Planning Commission of the  
City of Wasco

Attest:

DocuSigned by:

*Yolanda Tinajero*

59CE8C1BA5FA45C...

**YOLANDA TINAJERO**  
DEPUTY CITY CLERK

DS

CITY OF WASCO  
ORIGINAL

**Table 2-6. Permitted Land Uses  
Commercial and Industrial Zones**

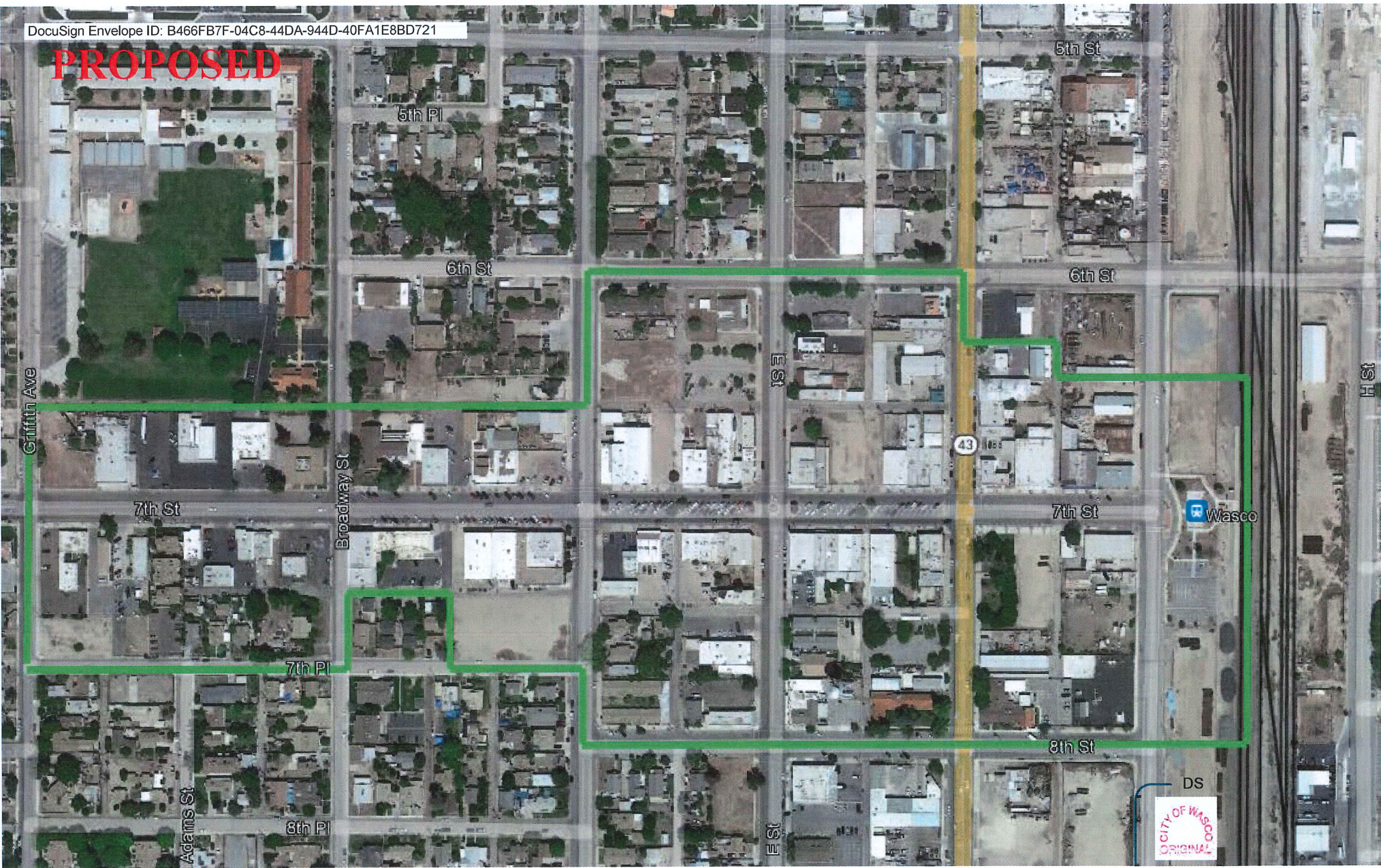
	P	Permitted Use							
	C	Conditional Use Permit							
	T	Temporary Use Permit							
	---	Use Not Allowed							
Land Use Type	Allowable Uses By District								Specific Use Regulations
	C-N	C-O	C-D	C-R	C-H	C-S	I-L	I-H	
EATING AND DRINKING ESTABLISHMENTS									
Bars, taverns	---	---	C	C	C	C	---	---	See <a href="#">17.40.040</a>
Bars, taverns, with food service	---	---	P	P	P	P	---	---	See <a href="#">17.40.040</a>
Restaurant – Fast food	P	C	P	P	P	---	P	---	
Restaurant – Fast food with drive-through	C	---	C	P	P	---	P	---	See <a href="#">17.40.100</a>
Restaurant, café, coffee shop	P	C	P	P	P	P	---	---	
Restaurant – Full or limited bar service	C	---	P	P	P	P	---	---	See <a href="#">17.40.040</a>

DS

CITY OF WASCO  
ORIGINAL



**PROPOSED**





# PROOF OF PUBLICATION

(2015.5C.C.P.)  
(GENERAL FORM)

STATE OF CALIFORNIA } ss.  
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

**January 26, 2023**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

*Diane Givens, JM*  
(Signature)

Executed on **January 26, 2023**  
at Shafter, California

The *Wasco Tribune*  
PO Box 789  
Shafter, CA 93263

Phone (661)292-5100

## PUBLIC NOTICE LEGAL NOTICE

### Notice of Public Hearing

City Council Meeting Date of  
February 7, 2023

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Wasco City Council on Tuesday, February 7, 2023, at 6:00 P.M. or soon thereafter in the City Council Chambers located at 746 8th Street, Wasco, California, to consider the following:

First Reading for Zone Ordinance Text Amendment 22-01

Project: Sno White Drive In – Zoning Ordinance Text Amendment and Boundary change request: Requesting to amend Table 2-6 of Municipal Code Section 17.22.070 to allow drive-throughs with a conditional use permit and a request to amend the boundaries of the Historic Downtown (H-D) Combining District (Municipal Code section 17.24.040)

The project and supporting documents may be reviewed during normal business hours at the Planning Department located at 764 E Street, Wasco, CA 93280. Any person wishing to testify on the above project may appear before the City Council at their hearing on February 7, 2023, or may submit written comments on or before February 7, 2023.

If you challenge this proposal or any aspect of it in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Wasco Planning Department, 764 E Street, Wasco, CA 93280, at, or prior to the public hearing.

If you need special assistance to participate in the meetings described in

this notice, please contact the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to these meetings. Telephone (661) 758-7215 or via California Relay Service (Hearing Impaired Only). Requests for assistance should be made at least two (2) days in advance whenever possible. If you have any questions, you may contact the Community Development Department at (661) 758-7200.  
/s/ Maria O. Martinez, City Clerk  
Publish Wasco Tribune January 26, 2023



**Table 2-6. Permitted Land Uses  
Commercial and Industrial Zones**

	P	Permitted Use							
	C	Conditional Use Permit							
	T	Temporary Use Permit							
	---	Use Not Allowed							
Land Use Type	Allowable Uses By District								Specific Use Regulations
	C-N	C-O	C-D	C-R	C-H	C-S	I-L	I-H	
EATING AND DRINKING ESTABLISHMENTS									
Bars, taverns	---	---	C	C	C	C	---	---	See <a href="#">17.40.040</a>
Bars, taverns, with food service	---	---	P	P	P	P	---	---	See <a href="#">17.40.040</a>
Restaurant – Fast food	P	C	P	P	P	---	P	---	
Restaurant – Fast food with drive-through	C	---	<div><div>X</div><div>C</div></div>	P	P	---	P	---	See <a href="#">17.40.100</a>
Restaurant, café, coffee shop	P	C	P	P	P	P	---	---	
Restaurant – Full or limited bar service	C	---	P	P	P	P	---	---	See <a href="#">17.40.040</a>



5th St

# Attachment 4

Proposed

Area in red to be removed from Historic Downtown boundaries

6th St

43

7th St

8th St

H St

Oak Ave

Griffith Ave

Adams St

Broadway St

D St

E St

F St

G St

5th Pl

7th Pl

8th Pl





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** Vincent Martinez, Mayor  
Alexandro Garcia, Mayor Pro Tem

**DATE:** February 7, 2023

**SUBJECT:** Appointment of Three (3) Planning Commissioners to fill full-term seats on the Planning Commission Board, term expiring on December 31, 2026

---

**Recommendation:**

Recommendation to appoint three (3) candidates to fill the three open seats on the Planning Commission Board.

**Discussion:**

On November 1, 2022, David Ward resigned from the Planning Commission; on December 31, 2022, Robert Holterman and Jeremiah Skeels terms had expired, which left three vacant seats. A notice of recruitment was published in the Wasco tribune.

The City Clerk received four (4) applications. The four candidates were interviewed on January 23, 2023, by a committee consisting of Mayor Martinez, Mayor Pro Tem Garcia, and staff.

It is their recommendation to reappoint Jeremiah Skeels, appoint Marcos Torres and John P. Pallares to fill the three full-term seats expiring on December 31, 2026

**Attachments:**

1. Recruitment Notice

essary to let the past go, to  
edge lost opportunities, to ad-  
ectations to hard truth. Nei-  
tself is enough.

ou can't just add a little real-  
our cheerful feelings or bal-  
ar sadness with a New Year's  
on. Something more is need-

the way a shortened life and  
time bring sadness, the au-  
Psalm 102 rises to something

Although heaven and earth  
s, yet God will endure: "You  
same, and Your years will have

unchanging faithfulness of  
ves us a reason to hope in  
lf we're sad, it gives us a rea-  
cheerfully persevere. If we're  
hopeful, it grounds that feel-  
omething too solid to be taken  
the setbacks that are bound to

e keeps passing. But God is  
same.

*Ruben Zartman has been the  
at Ebenezer Reformed Church  
ter since 2017.*

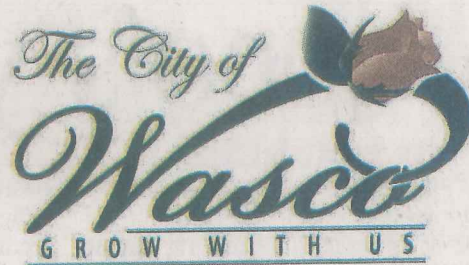
for her kindness, strength,  
compassion, and selfless-  
ness. Most of all, her love  
for Jesus Christ.

We want to thank all the  
employees at Hoffman Hos-  
pice for their outstanding  
job of making this situation  
as easy as possible.

Proverbs 3:5: "Trust  
in the Lord with all your  
heart; and lean not unto  
your own understanding."

Proverbs 3:6: "In all  
ways acknowledge Him, and  
He shall direct your paths."

Juanita's funeral service  
will be held at the Shafter  
Mennonite Brethren  
Church on Friday, 200 of 334  
beginning at 10 a.m.; grave-  
side committal will follow  
at Shafter Memorial Park



## RECRUITMENT

The Wasco City Council is recruiting for three  
(3) individuals to serve on the Wasco Planning  
Commission, a full term expiring December 31,  
2026.

The Wasco Planning Commission is a five-  
member body appointed by the City Council. It  
serves as a policy advisory capacity to the City  
Council. The Commission retains jurisdiction over  
various land use matters, including the consideration  
of conditional use permits, subdivision maps, and  
certain design review matters.

Members are nominated and appointed by  
the full Council and must be residents of the City  
throughout their term. Applicants are advised that  
a Statement of Economic Interests (F.P.P.C. Form  
700) will be required upon assuming office. Pursuant  
to State law, any person newly appointed shall  
successfully complete a course in ethics training  
approved by the Fair Political Practices Commission  
and the Attorney General. Each member is required  
to complete this training every two years.

Applications are available online on the  
City website: [https://www.cityofwasco.org/  
FormCenter/Applications-9/Commission-  
Committee-Board-Application-50](https://www.cityofwasco.org/FormCenter/Applications-9/Commission-Committee-Board-Application-50) and must be  
submitted by 5:00 p.m., Monday, January 9, 2023.

For further information and assistance regarding  
this appointment, please contact the City Clerk's  
Office at (661) 758-7215 or by email at [cityclerk@  
cityofwasco.org](mailto:cityclerk@cityofwasco.org)

/s/ Maria O. Martinez, City Clerk

## Costa Rica

9 Day Tour \$995  
with All Meals,

All Hotels, All Activities.

Hike in jungle rainforests,  
view volcanoes, soak in hot

springs, cruise biological  
reserves and relax on

tropical ocean beaches.  
Join the smart shoppers and

## Choose a Guided Tour +tax, fees

Costa Rica 9 days \$995

Panama 8 days \$995

Guatemala 8 days \$995

Mexico

- Ancient Civ. 9 days \$995

- Copper Canyon 8 days \$1295

"Brilliant,  
Affordable Pricing"

Arthur Frommer,

Travel Editor





## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Adopt a Resolution Authorizing The City Manager or designee to enter and execute Franchise Agreements with American Refuse, Inc. for the Collection and Handling of Residential Recyclable materials, and Commercial Organics, Recyclable materials and Roll-off Services, subject to final approval of the City Manager and City Attorney.

---

**Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Authorizing The City Manager or designee to sign and execute a Franchise Agreement with American Refuse, Inc. for the Collection and Handling of Residential Recyclable materials subject to final approval of the City Manager and City Attorney.
- 2) Adopt a Resolution Authorizing The City Manager or designee to sign and execute a Franchise Agreement with American Refuse, Inc. for the Collection and Handling of Commercial Organics, Recyclable materials and Roll-off Services, subject to final approval of the City Manager and City Attorney.
- 3) 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 staff has worked with R3 Consultant since September 2020 to complete a rate study for the City's solid-waste rates and to identify the revenue necessary to fund expected expenses of current solid-waste services and State Mandated recycling and organic services. In order for the revenue to meet the anticipated needs, the rates will need to be adjusted to provide sufficient funding. The City faced the challenge of delivering the services mandated by SB1383 and residential recycling materials. The City currently would not be able to offer an extra pick-up service as the City does not have the workforce and would be costlier to residents if City would obtain additional equipment and staffing needed to provide this service.

The City had been working with law firm Richard Watson & Gershon (RWG which specializes in municipalities and public agencies, to develop/review a Franchise agreement that would suit City Needs. City staff has actively worked closely with American Refuse on this agreement to provide the needed services to city residents. Each party had their respective counsel review the Agreement, and agree with the Franchise Agreement attached subject to final approval of the City Manager and City Attorney.

It has been recommended for the City Council's approval to move forward and start providing services to residents and businesses. Once the agreement is in place, the City will comply with Cal Recycle's state-mandated recycling laws.

The adopted rate adjustment schedule did not take effect on 7/1/2022 as initially planned due to Franchise agreement delays in services not rendered. The recycling services are projected to begin in April 2023.

**Fiscal Impact:**

Adopted Sanitation Rates (see table below) and franchised operations were anticipated in the FY 2022-2023 budget. Delays in implementing the rates and franchise operations have affected annual totals and may require budget actions to be considered in a future agenda. However, no immediate budget action is required with approval of this item.



### Solid-Waste Rate Adjustment Schedule

DESCRIPTION	BASE/FLAT	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Residential		20%	17%	10%	10%	5%
Commercial		85%	17%	10%	10%	5%
REFUSE 1 HOUSE	\$ 28.12	\$ 33.74	\$ 39.48	\$ 43.43	\$ 47.77	\$ 50.16
REFUSE 2 HOUSES	\$ 56.24	\$ 67.49	\$ 78.96	\$ 86.86	\$ 95.54	\$ 100.32
XTRA BLK CONTAINER	\$ 11.40	\$ 13.68	\$ 16.01	\$ 17.61	\$ 19.37	\$ 20.34
XTRA GREEN CONTAINER	\$ 11.40	\$ 13.68	\$ 16.01	\$ 17.61	\$ 19.37	\$ 20.34
100 GALLON CART X 2	\$ 37.61	\$ 69.58	\$ 81.41	\$ 89.55	\$ 98.50	\$ 103.43
100 GALLON CART X 5	\$ 94.04	\$ 173.97	\$ 203.55	\$ 223.90	\$ 246.29	\$ 258.61
1/4 - 300 GAL CONT 2XWK	\$ 28.22	\$ 52.21	\$ 61.08	\$ 67.19	\$ 73.91	\$ 77.60
1/3 - 300 GAL CONT 5XWK	\$ 94.05	\$ 173.99	\$ 203.57	\$ 223.93	\$ 246.32	\$ 258.64
1/2 - 300 GAL CONT 2XWK	\$ 56.44	\$ 104.41	\$ 122.16	\$ 134.38	\$ 147.82	\$ 155.21
1/2 - 300 GAL CONT 5XWK	\$ 141.05	\$ 260.94	\$ 305.30	\$ 335.83	\$ 369.42	\$ 387.89
1/8 - METAL BIN 2XWK	\$ 28.22	\$ 52.21	\$ 61.08	\$ 67.19	\$ 73.91	\$ 77.60
1/8 - METAL BIN 5XWK	\$ 70.54	\$ 130.50	\$ 152.68	\$ 167.95	\$ 184.75	\$ 193.98
1/4 - METAL BIN 2XWK	\$ 56.44	\$ 104.41	\$ 122.16	\$ 134.38	\$ 147.82	\$ 155.21
1/4 - METAL BIN 5XWK	\$ 141.05	\$ 260.94	\$ 305.30	\$ 335.83	\$ 369.42	\$ 387.89
2/3 - 300 GAL CONT 2XWK	\$ 75.23	\$ 139.18	\$ 162.84	\$ 179.12	\$ 197.03	\$ 206.88
2/3 - 300 GAL CONT 5XWK	\$ 188.07	\$ 347.93	\$ 407.08	\$ 447.79	\$ 492.56	\$ 517.19
3/4 - 300 GAL CONT 2XWK	\$ 84.64	\$ 156.58	\$ 183.20	\$ 201.52	\$ 221.68	\$ 232.76
3/4 - 300 GAL CONT 5XWK	\$ 211.57	\$ 391.40	\$ 457.94	\$ 503.74	\$ 554.11	\$ 581.82
1- 300 GAL CONT 2XWK	\$ 112.85	\$ 208.77	\$ 244.26	\$ 268.69	\$ 295.56	\$ 310.34
1- 300 GAL CONT 5XWK	\$ 282.10	\$ 521.89	\$ 610.61	\$ 671.67	\$ 738.83	\$ 775.77
1/2 - METAL BIN 2XWK	\$ 112.85	\$ 208.77	\$ 244.26	\$ 268.69	\$ 295.56	\$ 310.34
1/2 - METAL BIN 5XWK	\$ 282.10	\$ 521.89	\$ 610.61	\$ 671.67	\$ 738.83	\$ 775.77
REFUSE 1.5 CY 2XWK	\$ 113.17	\$ 209.36	\$ 244.96	\$ 269.45	\$ 296.40	\$ 311.22
1 - METAL BIN 2XWK	\$ 225.68	\$ 417.51	\$ 488.48	\$ 537.33	\$ 591.07	\$ 620.62
1 - METAL BIN 5XWK	\$ 564.19	\$ 1,043.75	\$ 1,221.19	\$ 1,343.31	\$ 1,477.64	\$ 1,551.52

#### Attachments:

1. Resolution
2. Franchise Agreements: Residential and Commercial

## RESOLUTION NO. 2023 -

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE FRANCHISE AGREEMENTS WITH AMERICAN REFUSE, INC. FOR THE COLLECTION AND HANDLING OF RESIDENTIAL RECYCLABLE MATERIALS, AND COMMERCIAL ORGANICS, RECYCLABLE MATERIALS AND ROLL-OFF SERVICES**

**WHEREAS**, the City of Wasco wishes to contract American Refuse, Inc. for the collection and handling of Residential Recyclable Materials, and Commercial Organics, Recyclable materials and Roll-off Services; and

**WHEREAS**, the services provided are described in the Agreements found in the attachments "**A**" and "**B**"; and

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

**WHEREAS**, American Refuse, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreements; and

**WHEREAS**, The Agreements shall be governed by and construed in accordance with the laws of the state of California.

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

**SECTION 1:** Authorize the City Manager or his designee to enter and execute Franchise Agreements for the collection and handling of Residential Recyclable Materials, and Commercial Organics, Recyclable materials and Roll-off Services with American Refuse subject to final approval of the City Manager and City Attorney.

-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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

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

**Attachment "A"**

**FRANCHISE AGREEMENT  
FOR COLLECTION AND HANDLING OF  
COMMERCIAL  
ORGANICS AND RECYCLABLE MATERIALS  
AND FOR ROLL-OFF SERVICES**

**BETWEEN THE CITY OF WASCO  
AND AMERICAN REFUSE, INC.**

**(CORE CITY)**

THIS AGREEMENT FOR THE COLLECTION AND HANDLING OF COMMERCIAL ORGANICS AND RECYCLABLE MATERIALS AND FOR ROLL-OFF SERVICES MATERIALS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the CITY OF WASCO, a municipal corporation of the State of California, ("CITY"), and American Refuse, a California corporation ("CONTRACTOR"). CITY and CONTRACTOR are individually referred to as "Party" and collectively referred to as the "Parties".

**RECITALS:**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et. seq.) ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions to meet the goals and requirements of AB 939;

WHEREAS, the Legislature of the State of California, by enactment of subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed;

WHEREAS, CalRecycle adopted regulations in 2020 to implement SB 1383, which created 14 CCR, Division 7, Chapter 12 and amended portions of 14 CCR and 27 CCR ("SB 1383 Regulations") to require CITY to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and CITY has chosen to expressly delegate some of its responsibilities to CONTRACTOR, acting as CITY's designee, and CONTRACTOR desires to take on these responsibilities;

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), CITY has determined that in order to protect the public health and safety of the residents and businesses

## Attachment "A"

within the identified portions of the City of Wasco, it is appropriate to provide for certain solid waste collection, processing and disposal services by a private waste hauler as an alternative to providing such services through public resources; and to that end has determined that an exclusive franchise be awarded to a qualified company for the handling of Commercial Organics and Recyclable Materials and for Roll-Off services to meet the goals and requirements of AB 939; which franchise can be appropriately integrated into and function as part of the solid waste system provided by CITY;

WHEREAS, Public Resources Code Section 40059 permits CITY to impose terms and conditions on the award of a solid waste franchise if, in the opinion of the governing body, the public health, safety and well-being require the imposition of those terms and conditions;

WHEREAS, the CITY collects, processes and disposes of Non-Recyclable Residential and Commercial Solid Waste and collects and processes Residential Organics using CITY resources (i.e., personnel and equipment) but desires CONTRACTOR to collect, process and market (as defined herein) Commercial Organics and Commercial Recyclable Materials and generated in the CITY and to provide Roll-Off services to Residential and Commercial Premises for Solid Waste, Construction and Demolition Debris, Organics and Recyclable Materials;

WHEREAS, CONTRACTOR has represented and warranted to CITY that it has the experience, responsibility, and qualifications to provide for the collection, processing and marketing of Commercial Recyclable Materials and Organics and Roll-Off services;

WHEREAS, the City Council of CITY has determined that CONTRACTOR, by demonstrated experience, reputation and capacity is qualified to continue to exclusively provide for the collection, processing and marketing of Commercial Recyclable Materials and Organics and Roll-Off services within the identified portions of the CITY and to transport such materials to places of processing and disposal, which may be designated in accordance with this Agreement, and CITY and CONTRACTOR desire that CONTRACTOR be engaged to perform such services on the terms and conditions set forth in this Agreement;

WHEREAS, the City Council of CITY has determined that the public health, safety and well-being of its residents require the collection, processing and marketing of Commercial Recyclable Materials and Organics and Roll-Off services and the frequency of collection, the means of collection and the transportation, scope of services, charges and fees, and the location and extent of such services, be governed by and provided under an exclusive franchise for collection, processing and marketing of Commercial Recyclable Materials and Organics and Roll-Off services;

WHEREAS, the Parties hereto desire to enter into this Agreement for the purpose of rescinding and superseding all prior agreements and understandings between the Parties to accurately reflect the rights and obligations of the CITY and CONTRACTOR solely as set forth in this Agreement;



## Attachment "A"

WHEREAS, contemporaneously herewith, the Parties are also entering into an agreement that grants CONTRACTOR an exclusive franchise for the collection, processing and marketing of Residential Recyclable Materials; and

WHEREAS, the City Council of CITY further declares its intention of maintaining reasonable rates for collection, processing and disposal of Commercial Recyclable Materials and Organics and for the provision of Roll-Off services within CITY;

NOW, THEREFORE, in consideration of the respective and mutual covenants and promises contained and made in this Agreement, and subject to all the terms and conditions of this Agreement, the Parties agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the definitions in this Section 1 shall apply unless otherwise specifically stated. The meaning of terms or words not defined herein shall be as defined in the SB 1383 Regulations, if applicable, or as commonly understood in the solid waste collection services if not defined by the SB 1383 Regulations. When not inconsistent with the context, words used in the present tense include the future tenses, words in the plural include the singular, and words in the singular include the plural, and words used in either the masculine or feminine gender includes all genders. Unless otherwise specified herein, every reference in this Agreement to a statute or regulation means the statute or regulation, as amended, supplemented, superseded and replaced from time to time.

Affiliated Companies mean all businesses which are directly or indirectly related to CONTRACTOR by virtue of direct or indirect ownership interests or common management or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in CONTRACTOR.

Applicable Law means all law, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, or requirements of the United States, State of California, County of Kern, CITY, regional or local government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, including AB 939, that from time to time apply to or govern the services provided pursuant to this Agreement or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, and the Kern County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments thereto, unless otherwise specifically limited.

City Manager means the City Manager of CITY. The City Manager or designee is the authorized agent of CITY in enforcing the terms of this Agreement.

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Construction and Demolition Waste or C&D Debris means any waste matter which is a by-product of a construction, demolition, clean-up or remodeling process, wherever occurring within the CITY, and is considered Solid Waste for purposes of this Agreement.

Commercial Business means all business, industrial or similar non-residential land uses, whether for-profit or nonprofit, and multifamily residential dwelling with five (5) or more units.

Commercial Premises means any real property in the City on which a Commercial Business operates or is located.

Container means an industry standard receptacle for disposal of residential Solid Waste, Organic Waste, and Recyclables, in a range of sizes, including approximately 96-gallon carts and 3 and 6- cubic yard bins. A Container may have wheels, has a handle for ease of movement and a tight-fitting lid and is designed to be dumped manually or mechanically into a Solid Waste collection vehicle.

County means Kern County.

Customer means each person or business directly receiving services from CONTRACTOR within the Franchise Area.

Disposal Facility means a facility or facilities for disposing of Refuse and/or residue from a Recycling Processing Facility, Green Waste Facility or Organic Waste Facility.

E-Waste means appliances, devices, and other objects containing electronic components, and includes (but is not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR's, televisions, printers, microwaves, and toasters.

Excluded Waste means Hazardous Waste; volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material; waste that CONTRACTOR reasonably believes would, as a result of or upon disposal, be a violation of local, state, or federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot be disposed of in Class III landfills; waste that in CONTRACTOR's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose CONTRACTOR or the CITY to potential liability; and Special Waste.

Franchise Area means the city limits of the CITY, as they currently exist and as they may be expanded in the future by annexation, subject to the termination in compliance with Applicable Law of any continuation rights of a solid waste hauler other than CONTRACTOR.

Green Waste means grass clippings, leaves, prunings, tree trimmings, pine needles, weeds, branches, brush and nonhazardous wood waste.

Green Waste Facility means a facility or facilities for the controlled biological decomposition of organic wastes that have been source separated from the CITY's municipal Solid Waste stream, or which have been separated at a centralized facility.

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Hazardous Waste means any material, which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged or any waste which is defined or regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law, including:

a. "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code; all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Sections 25110.02, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 *et seq.*, and future amendments to or recodification of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations (CCR) Sections 2521 and 2522;

b. Materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations;

c. Materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 *et seq.*, as amended, and related federal State of California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 *et seq.*;

d. Materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, as amended, and regulations promulgated thereunder; and

e. Materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste.

If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of "hazardous waste", for purposes of collection, transportation, processing and/or disposal, the broader, more expansive definition shall be employed for purposes of this Agreement. Notwithstanding any provision of this definition to the contrary, for purposes of this Agreement, Universal Waste shall not be considered Hazardous Waste.

Hazardous Waste Facility means a facility which holds all required permits and approvals for acceptance of Hazardous Waste, and which disposes of or processes Hazardous Waste in accordance with Applicable Law.

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Holiday means a day officially designated as either a State holiday or Federal holiday, or both.

Municipal Code means the City of Wasco Municipal Code, as amended from time to time.

Organic Waste and Organics means food waste and food-soiled paper waste that is mixed in with food waste. "Organic Waste" includes Green Waste.

Organic Waste Facility means an organic waste recycling facility as defined in applicable regulations of the California Department of Resources Recycling and Recovery.

Processing Facility means a facility or facilities for sorting and/or processing commingled or source separated Recyclable Materials and/or Refuse.

Rates means the fees and charges imposed on Customers as set forth in Exhibit "B", incorporated by this reference.

Reasonable Business Efforts mean those efforts a reasonably prudent businessperson would expend under the same or similar circumstances in the exercise of such person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which such person has undertaken to satisfy; provided that such person would not incur a financial loss (other than time expended or unless otherwise compensated for such efforts herein) by reason of having expended or expending such efforts.

Recyclable Material as used herein mean materials which have been discarded, thrown away or abandoned by the owner or occupant of Commercial Premises that generate such materials and that are commonly collected in commercial premises recycling programs in California, including, but not limited to:

- newsprint
- corrugated material
- high-grade paper and mixed paper
- glass
- aluminum cans
- tin cans
- steel and other types of scrap metals
- PET polyethylene terephthalate containers ("PET") marked "1" as of the date hereof
- high density polyethylene containers ("HDPE") marked "2" as of the date hereof
- low density polyethylene containers ("LDPE") marked "4" as of the date hereof
- California redemption containers
- ferrous metals
- non-ferrous metals
- white paper
- mixed paper

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- telephone books

This list may be decreased or expanded to include any other material for which a recycling market or process is developed and which material is designated by CITY to constitute Residential Recyclable Material during the term of this Agreement.

As used herein, "generator" includes, without limitation, a property owner, occupant, or his/her contractor who generates Organic and Recyclable Material from Commercial and Multi-Family Premises as well as Solid Waste Construction and Demolition Debris, Organics and Recyclable Materials and other discarded materials from Residential and Commercial Premises contained in Roll-Off or Debris boxes.

Refuse shall mean Solid Waste, other than Recyclable Material, C&D Debris, Organic Waste and Green Waste to the extent other provisions of this Agreement discuss collection and disposal of such materials.

Residential Premises means and includes all single family and duplex and multi-family residential premises with less than five separate living units,.

Roll-Off Box means a roll-off box, also known as a dumpster or debris box, and compactor, which are all designed to be transported by special roll-off trucks. Roll-Off Boxes are delivered to Commercial and Residential Premises using a roll-off truck that utilizes wheels to facilitate rolling the box or compactor in place.

Self-Haul means the transport of Refuse or Recyclable Materials from Residential and Commercial Premises, where the waste being generated is taken directly to an authorized Processing Facility, Composting Facility or Disposal Facility. The transport must be accomplished by the Customer or person or entity that generates the Refuse, Organic Waste or Recyclable Materials and may not be transported by a company, agent, or other third party hired for such use.

Solid Waste means and includes all forms of residential and commercial waste generated within City limits and intended for disposal. Solid Waste as defined in California Public Resources Code, Section 40191 and regulations promulgated thereunder and without limitation includes all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes. Excluded from the definition of Solid Waste are Excluded Waste, Recyclable Materials, Organics, Green Waste, and C&D Debris if other provisions of this Agreement discuss collection and disposal of such materials.

Special Waste means any waste matter which is a Hazardous Waste, or which requires special handling or processing, including those items set forth on Exhibit "C" attached to this Agreement and incorporated by this reference.

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Universal Waste means any waste matter which the State of California classifies as "universal waste," including but not limited to items and materials listed in 22 CCR Section 66261.9, as it may be amended, as well as any items listed below not classified by the State of California as "universal waste." Universal Waste includes, but is not limited to, the following:

- E-Waste
- Batteries (except automobile batteries)
- Thermostats
- Lamps with fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and other lamps with hazardous waste characteristics
- Cathode ray tubes
- Aerosol cans
- Mercury-containing items, including light switches, pressure gauges, and thermometers
- Appliances, devices, and other objects containing electronic components, including (but not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR's, and televisions
- Prescription and non-prescription drugs, not including controlled substances

## 2. GRANT OF EXCLUSIVE CONTRACT

As except as otherwise provided in this Agreement, CITY grants to CONTRACTOR during the term of this Agreement the exclusive right and privilege to collect and transport to a Processing or Disposal Facility Organics and Recyclable Materials produced, generated, kept and/or accumulated at Commercial Premises within the Franchise Area as that area may exist at any time during the term of this Agreement.

CITY also grants to CONTRACTOR the exclusive right and privilege to collect Solid Waste, Organics, Recyclable Materials and other discarded materials from both Residential and Commercial Premises in Roll-Off Boxes and to transport these materials to a Processing or Disposal Facility.

### 2.1 Continuation Rights

Notwithstanding any other provision of this Agreement, CONTRACTOR's rights to collect and transport Organic Waste, Recyclable Materials or Solid Waste shall be non-exclusive to the extent that third-party solid waste haulers have continuation rights pursuant to Public Resources Code Section 49520. Territory which is annexed to the CITY and included within the Franchise Area in CITY's sole discretion and for which an existing solid waste or construction debris collection and disposal franchise, agreement, license, or permit was granted by another public entity may continue to be served pursuant to such franchise, agreement, license subject to the provisions of Public Resources Code Section 49520 *et seq.*, and the provisions of this Agreement. CITY shall provide any solid waste hauler with continuation rights in an annexed area with notice of termination pursuant to Public Resources Code Section 49520 *et seq.* within six months of



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annexation to the Franchise Area of the territory in which the solid waste hauler has been operating.

CONTRACTOR understands and agrees that this Agreement is an exclusive franchise within the meaning of Public Resources Code Section 49520. As such, CONTRACTOR shall not be entitled to continuation rights at the termination or expiration of this Agreement.

### 2.2 Other Exceptions to Franchise

2.2.1 Excepted Services. The following services are expressly excluded from this Agreement:

(a) The collection of Commercial Solid Waste by the CITY using the CITY's own personnel and equipment. .

(b) Self-Haul of Solid Waste if and to the extent permitted in the Municipal Code. Customers cannot contract any portion of the Self Haul to any entity other than CONTRACTOR.

(c) Recyclable Materials, Organic Materials, Solid Waste, and Bulky Items removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service; or if such contractor is providing a service which is not included in the scope of this Agreement.

(d) The discretionary collection of Solid Waste by CITY, so long as such collection is consistent with CONTRACTOR'S exclusive rights granted in this Agreement.

2.2.2 Exempt Materials. The CONTRACTOR shall not have the exclusive right and privilege to collect the following materials. However, the granting of this franchise shall not preclude an owner, resident, or commercial entity from contracting for the categories of materials described below to be delivered to, collected and/or transported or disposed of by CONTRACTOR or others, provided that nothing in this Agreement is intended to or shall be construed to excuse any person from obtaining from CITY any authorization which is otherwise required by law:

(a) Residential Recyclable Materials donated or sold by Customers to any party of their choice, so long as the Customer does not incur other charges relating to the collection, processing and/or disposal of any such Recyclable Materials.

(b) The CONTRACTOR's exclusive franchise in this Agreement shall not include governmental entities if and to the extent CITY has no legal power to include them in the exclusive franchise. The provisions of this Agreement shall not preclude or prohibit CITY or any officer or employee thereof or any employee of the, County, State, or any governmental subdivisions thereof, from collecting, removing, and disposing of Solid Waste from CITY, County, or State facilities.

### **3. CONSIDERATION**

#### **3.1 Franchise Fee**

In consideration of this Agreement and the permit and franchise given CONTRACTOR under this Agreement, CONTRACTOR shall owe to CITY, as a franchise fee, ten percent (10%) of CONTRACTOR's gross revenues from CONTRACTOR'S Commercial and Roll-Off collection operations within the municipal boundaries of the City pursuant to this Agreement for each monthly period, but gross revenues shall be exclusive of payments received by CONTRACTOR or Affiliated Companies from the sale of Recyclable Materials and revenue received from the disposal of Refuse that is the residual from processing of Organics and Recyclable Materials ("Franchise Fee"). For purposes of this Agreement, the term "gross revenues" shall be defined to include all revenues received by CONTRACTOR minus pass-through costs incurred at disposal or processing facilities used or directed to be used. CONTRACTOR and CITY agree the Franchise Fee is a negotiated amount determined through good-faith negotiations that is reasonably related to the value of the public right-of-way franchise rights granted to CONTRACTOR under this Agreement, including but not necessarily limited to the right granted to CONTRACTOR to deploy and maintain its vehicles, equipment, and containers in the public right-of-way. CITY may use the Franchise Fee for any lawful purpose. CITY may adjust the Franchise Fee from time to time, provided that if CITY increases the Franchise Fee, CONTRACTOR may increase its rates by the amount necessary to pass through the increase in the Franchise Fee to CONTRACTOR'S Customers. CONTRACTOR shall remit payment to CITY for the Franchise Fee within thirty (30) days of the end of each month and shall include a report on how the Franchise Fee was calculated.

#### **3.2 Payments in Lieu of Other Taxes**

All sums payable by CONTRACTOR to CITY under this Agreement shall be in lawful money of the United States and shall be in lieu of any license tax which might otherwise be imposed by CITY for the privilege of CONTRACTOR conducting its business under this Agreement in CITY, other than any business license tax imposed by CITY pursuant to the Municipal Code.

### **4. CONTRACTOR RESPONSIBILITY**

CONTRACTOR agrees to perform all of its obligations under this Agreement for the term of this Agreement. CONTRACTOR shall furnish all of the labor and equipment necessary for the collection, processing and marketing of all Commercial Recyclable Material subject to the terms, conditions and provisions of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services in conformance with such terms, conditions and provisions of this Agreement. CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

## 5. TERM OF AGREEMENT

The initial term of this Agreement shall commence as early as March 1, 2023 (the "Effective Date"), and shall expire as of 11:59 p.m. on March 2033. However, upon the mutual written agreement of the Parties, the term of this Agreement may be extended for two (2) additional five-year extension terms. Either Party may request such extension term with written notice to the other Party at least one-hundred and eighty (180) days prior to the expiration of the then-current term. SEE CITY COMMENT

## 6. SCOPE OF SERVICES

### 6.1 General

CONTRACTOR shall provide Commercial Organics and Recyclable Material collection, transportation, processing and disposal services within the Franchise Area in accordance with the terms of this Agreement. CONTRACTOR shall also provide Roll-Off services to any Customer in the City requesting Roll-Off services.

- Commercial Service: Recyclable Materials, Green Waste and Organic Waste
- Roll-Off Service: Refuse, Construction & Demolition Materials, Recyclable Materials, Green Waste and Organic Waste

CONTRACTOR shall not be required to provide such collection, transportation, processing and disposal services for Special or Hazardous Waste under this Agreement, except to the extent provided herein. CONTRACTOR may provide such services for Special or Hazardous Waste if contracted to do so by Customers under separate written contracts negotiated between CONTRACTOR and the Customer generating such Special or Hazardous Waste, provided that CONTRACTOR obtains all necessary permits and performs in accordance with Applicable Law.

CONTRACTOR shall provide all Containers to be used by Customers for the deposit of Organic and Recyclable Material, and Solid Waste in Roll-Off Boxes, at its sole cost and expense; provided that, upon approval by CONTRACTOR, a Customer may provide its own compactor for such purposes. Unless otherwise approved by CITY, CONTRACTOR's Containers shall be of the sizes set forth in the Rates. CONTRACTOR shall maintain all Containers in good condition and repair, except that it is the customer's responsibility to keep such Containers clean. CONTRACTOR's Containers shall be in colors as required by SB 1383 Regulations and approved by CITY. CONTRACTOR shall include a label on each container which includes text and pictorial summary of items, as required by SB 1383 Regulations and subject to CITY's reasonable approval. CONTRACTOR shall replace or repair any such Containers not in good condition at its sole cost and expense; provided, however, that if a Container is damaged or destroyed through the fault or negligence of the occupants of the Residential And commercial Premises to which it was supplied, CONTRACTOR, with CITY's written consent, may recover the costs of repair or replacement from the person who was responsible for the damage or destruction.

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While engaged in activities authorized or required by this Agreement, CONTRACTOR's employees and agents shall be attired in suitable and acceptable uniforms mutually approved by CITY and CONTRACTOR. All CONTRACTOR's employees shall make collections as reasonably quiet as possible and shall avoid unnecessary disturbance. CONTRACTOR and its employees shall not trespass or loiter on Customers' property and shall use due care in entering and exiting such property, using paved walks or surfaces where practicable. CONTRACTOR shall exercise due care when handling Containers and shall not cause the Containers to be thrown or dropped during collection services. CONTRACTOR's employees shall replace Containers upright once emptied and shall clean up any materials spilled during the collection process. Property owners and tenants shall be responsible for the cleanup of any spillage or litter not arising from the collection process.

CONTRACTOR shall be responsible for any damage to any property that is the result of the CONTRACTOR's intentional or negligent actions, CONTRACTOR's vehicles exceeding the legal maximum weight limits of the State of California, or CONTRACTOR's negligent operation of the vehicles. CONTRACTOR shall be responsible for damage to public and private utilities, and shall repair or replace such damaged utilities, if proven, to the satisfaction of CITY, to be caused by the inattention, carelessness or negligence of CONTRACTOR.

CONTRACTOR shall be responsible for damage to public and private utilities and property and shall repair or replace such damaged utilities or property, if proven, to the satisfaction of CITY, to be caused by the inattention, carelessness or negligence of CONTRACTOR.

The Parties acknowledge that despite CONTRACTOR'S best efforts, non-recyclable materials will be commingled with Organics and Recyclable Materials and, therefore, non-recyclable residual materials will remain after the Processing of Organics and Recyclable Materials. CONTRACTOR shall ensure that such residual materials shall be disposed of at a permitted Disposal Facility.

CITY reserves the right to construct any improvement or to permit construction in any street or alley which may have the incidental effect of preventing CONTRACTOR from driving an established collection route, in which event CONTRACTOR will adjust its route without cost adjustment therefor. Any route changes proposed by CONTRACTOR shall be submitted, in writing, for CITY approval at least sixty (60) days prior to the proposed date of implementation. CONTRACTOR shall implement such route changes so that no Customer is left without collection services for more than six days. CITY reserves the right to conduct audits of CONTRACTOR's collection routes. Upon request, CONTRACTOR shall provide CITY with route maps detailing all collection routes.

### 6.2 Commercial Recyclable Material Collection Service

6.2.1 Recycling Service. For Customers receiving Commercial Recyclable Material collection service, CONTRACTOR shall, as frequently as negotiated with Customer but in no event less than once every other week, collect the Recyclables which have been placed, kept or accumulated in Recycling Containers placed at designated collection location at Commercial Premises. Customers or owners shall be billed at the Rates allowed by this Agreement. Following

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collection of Recyclables from a Container, CONTRACTOR shall return the Container to its location with the lid closed.

6.2.2 Organic Waste Service. CONTRACTOR shall provide and implement a program necessary to meet all applicable law regarding Organic Waste collection and disposal at Commercial Premises subject to CITY's review and approval. For Customers receiving Organic Waste service, CONTRACTOR shall, as frequently as negotiated with Customer but in no event less than once per week, collect the Organic Waste which have been placed, kept or accumulated in Organic Waste Containers placed at designated collection location at Commercial Premises. Customers or owners shall be billed at the Rates allowed by this Agreement. Following collection of Organic Waste from a Container, CONTRACTOR shall return the Container to its location with the lid closed.

6.2.3 Roll-Off Service. CONTRACTOR shall, as frequently as negotiated with Customer, collect Solid Waste, Construction and Demolition waste, Recyclable Materials and Organics kept or accumulated in Containers placed at designated collection location. Customers shall be billed at the Rates authorized by this Agreement. CONTRACTOR shall charge Customers only those Rates allowed by this Agreement.

6.2.4 Bulky Waste Events. CONTRACTOR shall host two public drop-off events for the collection of Solid Waste, Organics and/or Recyclable Materials, as requested by CITY, within the City limits with one Spring event in either March or April, and one Fall event in either September or October. All events shall occur on a Saturday and occur for at each four hours between the hours of 9:00 a.m. and 4:00 p.m. All events must occur within City limits. The CITY shall give CONTRACTOR a minimum of two week's advance written notice of each such event.

6.2.5 Hours of Collection. Collection service at Commercial Premises may not start earlier than 6:00 a.m. or continue after 7:00 p.m., except as is specifically approved in writing by the City Manager or his designee.

6.2.6 Commingling Materials. At a minimum, the following protocols shall apply in the event a Customer commingles Refuse, Organic Waste, Green Waste and Recyclable Materials in a single container for collection. From time to time, and with approval by the City, this minimum standard may be updated and can be found in Exhibit D.

(a) Recordkeeping. The driver or other CONTRACTOR representative shall record each event in a written log or in the on-board computer system including date, time, Customer's address, type of Container and maintain photographic evidence, when possible.

(b) Non-collection Pick-Up Notices. CONTRACTOR shall provide the Customer a non-collection notice. The non-collection notices shall: (i) inform the Customer of the observed presence of prohibited commingling of materials; (ii) include information on the Customer's requirement to properly separate materials into the appropriate Containers; (iii) inform the Customer of the non-collection of the contaminated materials and that for consecutive instances, CONTRACTOR may assess contamination processing fees; and (iv)

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CONTRACTOR may include photographic evidence. CONTRACTOR shall leave the non-collection notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, may deliver the notice by mail, e-mail, text message, or other electronic message. The container will be left behind until the Customer has corrected the contamination. Should the Customer request the container be collected before the next schedule collection, CONTRACTOR may impose a go-back fee as specified in Exhibit "A" schedule of Rates," or as those rates may be amended by resolution of the City Council..

(c) Notice of Assessment of Contamination Processing Fees. If CONTRACTOR observes prohibited commingling on more than two occasions, and issued non-collection notices on each of those occasions, CONTRACTOR may impose a contamination processing fee as specified in Exhibit "A" schedule of Rates," or as those rates may be amended by resolution of the City Council.

(d) CONTRACTOR shall notify CITY in its monthly report of Customers for which contamination Processing fees were assessed. CONTRACTOR shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, deliver the notice by mail, e-mail, text message, or other electronic message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by CITY.

(e) Disposal of Contaminated Materials. If CONTRACTOR observes prohibited commingling of materials, CONTRACTOR may Dispose of the Container's contents, provided CONTRACTOR complies with the noticing requirements above.

### 6.3 Diversion

6.3.1 No Commingling. CONTRACTOR shall not commingle, in the vehicles or otherwise, any Refuse with any Recyclable Materials or Organic Waste, or any Refuse, Recyclable Materials or Organic Waste with each other when collected by CONTRACTOR, unless otherwise specifically authorized in writing by CITY. CONTRACTOR shall not be deemed to have violated this Section where such materials were commingled prior to collection by CONTRACTOR.

#### 6.3.2 Processing

(a) Facility Selection. CONTRACTOR shall transport and deliver all Commercial Recyclable Material collected within the City to a Processing Facility. CONTRACTOR shall designate the Processing Facility for Recyclable Material, subject to CITY's approval, which shall not be unreasonably withheld. If public health, safety and/or fiscal interest require, or compliance with Applicable Law necessitates, CITY may designate an alternate Facility at any time during the term of this Agreement. Prior to designating an alternative Facility, CITY shall give CONTRACTOR at least ninety (90) days advance written notification of its intention to do so, except in cases of emergency resulting in an imminent threat to public health and safety. As to



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any alternate Facility designation by CITY which results in increased expense to CONTRACTOR, CONTRACTOR shall be entitled to recover through a corresponding rate adjustment the full amount of the additional expense. In that event, the rate adjustment shall be implemented no later than thirty (30) days from the effective date of the designation and shall be applied retroactive to the date CONTRACTOR commenced use of the alternative Facility. Notwithstanding the foregoing, CONTRACTOR shall not be entitled to a rate increase following CITY's exercise of any alternative Facility designation rights hereunder where CITY's decision to designate an alternative Facility results solely from the closure of a Facility owned and operated by CONTRACTOR.

(b) Weighing and Record Requirements. CONTRACTOR shall ensure that, at a minimum, all materials shall be weighed upon delivery to a Processing Facility and all weight and related delivery information recorded. CONTRACTOR shall make arrangements with the Processing Facility to allow CITY to review, during such facility's normal operating hours, any recordings or video of tipping taken by others at the Facility. CONTRACTOR shall ensure that all scales shall be weigh master certified and regularly maintained to ensure reliability and continued functioning.

(c) Recyclable Materials Specifications. CITY is not responsible for the quality of Recyclable Materials delivered to or rejected by the Processing Facility. CITY makes no warranty, either express or implied, with respect to the Recyclable Materials, including but not limited to warranties of merchantability and fitness for a particular purpose.

(d) Disposal of Residue. CONTRACTOR shall dispose of any and all residue remaining from the processing of Recyclable Materials and any non-processable materials in accordance with Applicable Law.

6.3.3 Compliance with Garbage and Refuse and C&D Diversion Ordinances. CONTRACTOR shall comply with the requirements of CITY's Garbage and Refuse and C&D Debris diversion ordinances, as such ordinances may be adopted or amended, and shall assist customers with compliance by diverting solid waste and C&D Debris from the landfill to the maximum extent feasible and by providing receipts for all materials collected.

6.3.4 Marketing. CONTRACTOR shall market all Recyclables collected within the City to provide for the maximum waste diversion. Organics including Green Waste shall be processed to ensure diversion credit to the maximum extent feasible.

6.3.5 AB 341, AB 1826 & SB 1383 Compliance. CONTRACTOR shall cooperate with CITY in enforcing mandatory Recycling and Organic Waste required by Applicable Law. CONTRACTOR shall provide any notices or information reasonably requested by CITY in enforcement of such requirements.

### 6.4 Anti-Scavenging Laws

CONTRACTOR shall cooperate with CITY in enforcing anti-scavenging laws.

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### 6.5 Collection on Holidays

If the day of collection on any given route falls on a Holiday or a day on which the Disposal Facility utilized by CONTRACTOR is closed, CONTRACTOR may provide collection service for such route on the next workday following such holiday or Disposal Facility closure day or shall provide such collection service on such Holiday or Disposal Facility closure day, except that CONTRACTOR shall never provide collection service (unless in case of emergency where such pickup is authorized by CITY) on New Year's Day, Thanksgiving Day or Christmas Day, with the exception of those Customers requesting service on an as-needed basis. At CONTRACTOR'S option, CONTRACTOR may elect not to provide service on any Federal Holiday, including Memorial Day, the Fourth of July, Veterans Day, and Labor Day, so long as CONTRACTOR completes all routes missed on the Holiday before the following weekend. CONTRACTOR shall give at least 15 days' advance notice to all of its Customers of all upcoming Holidays.

## 7. **OTHER SERVICES OF CONTRACTOR**

### 7.1 Co-Operation

CONTRACTOR shall cooperate with CITY on any and all customary and reasonable waste composition studies, and as required by SB 1383 Regulations or other applicable laws.

### 7.2 Hazardous Waste

CONTRACTOR shall use Reasonable Business Efforts to ensure the delivery of Hazardous Waste to a Hazardous Waste Facility, and to screen, identify and prevent against the disposal of Hazardous Wastes at any Processing Facility, Composting Facility or Disposal Facility used by CONTRACTOR under this Agreement. If CONTRACTOR inadvertently delivers materials to any Processing Facility, Composting Facility or Disposal Facility which comprise Hazardous Waste and CONTRACTOR cannot or fails to remove it, CONTRACTOR shall arrange for its proper disposal in accordance with Applicable Law. CONTRACTOR shall use Reasonable Business Efforts to recover the costs of such disposal from the Customer which generated such Hazardous Waste, if the Customer can be identified, and charge such cost to such Customer. If CONTRACTOR delivers Hazardous Waste to any Processing Facility, Green Waste Facility, Organic Waste Facility or Disposal Facility, CONTRACTOR shall promptly notify CITY, the local fire department, and the Kern County Health Department, providing the name, address, and telephone number of the collector and the facility or premises from which the Hazardous Waste was collected, the type and quantity of the Hazardous Waste, and the location and method of final disposition of Hazardous Waste.

### 7.3 Reserved

### 7.4 Notification of New Services

CONTRACTOR shall use Reasonable Business Efforts to ensure that Customers are informed in a timely manner about new service programs or the introduction of new elements in services required by CONTRACTOR and approved by CITY. CONTRACTOR shall inform

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Customers of such changes through a public awareness plan, which shall include direct mailings and/or local advertising, prior to the implementation of such changes.

### 7.5 Community Relations Plan

CONTRACTOR shall use Reasonable Business Efforts to outreach and educate the public on the importance of recycling and separating Solid Waste in order to achieve maximum waste diversion. CONTRACTOR shall develop and implement a program of educational presentations and materials concerning the importance of recycling and diversion, proper techniques for Solid Waste disposal and recycling, and options for the disposal of Hazardous Waste. All community relations and promotional materials and related news releases shall be developed at CONTRACTOR's sole cost and expense. An updated educational and marketing program shall be prepared for each fiscal year, and submitted to CITY's City Manager no later than April 1<sup>st</sup>. The program for the 2022-23 fiscal year shall be submitted to CITY's City Manager within sixty (60) days after the date this Agreement is approved by CITY. CONTRACTOR's obligation under this section shall be in addition to any community outreach required by SB 1383 Regulations.

## 8. **BILLING, PAYMENTS AND RATES**

### 8.1 Direct Billing by CONTRACTOR

CONTRACTOR shall bill Customers monthly for the rates listed in Exhibit "A" plus applicable Franchise Fees for completed services provided by CONTRACTOR. CONTRACTOR shall remit all Franchise Fees owed to CITY on all gross revenues received by CONTRACTOR during the prior month within 30 days of the end of the prior month. Should a Customer become more than ninety (90) days delinquent in payment from the date of the bill, the CONTRACTOR shall initiate collection efforts that may include phone calls, letters and, with CITY'S consent, assignment of the delinquent bill to a collection agency. The CITY shall require that the owners of any leased premises be responsible for payment of waste collection services at all Residential Premises.

At CONTRACTOR'S request, CITY may seek, in its reasonable discretion, to impose a refuse lien as part of the real property tax bill on any real property located in the City's limits where the owner of such real property or his/her/its tenant has bills for solid waste collection and disposal services (including delinquent bills for services rendered by CONTRACTOR for the collection of Residential Recyclable Materials) that are more than one hundred twenty (120) days overdue from the billing date.

### 8.2 Rates

The CITY shall establish the maximum Rates allowed by this Agreement for all services provided under this Agreement. In the event that a service does not include a Rate in Exhibit "A", CONTRACTOR shall not provide such service until a Rate is established by CITY. CONTRACTOR understands and agrees that any new Rate may require CITY to comply with Proposition 218 and other applicable law. Should CITY delay the requisite Proposition 218 notice or hold any related

## Attachment "A"

public hearings so that the rate increase cannot go into effect by the January 1<sup>st</sup> adjustment date, CITY shall adjust the proposed rate to compensate CONTRACTOR for any such delay.

### 8.2.1 Annual Adjustment

In addition to other increases as provided herein, the maximum Rates may be adjusted up or down, using the methodology specifically set forth in Exhibit "C" in establishing rates charged by CONTRACTOR for solid waste services provided. The first consideration for an annual increase will take place for the fiscal year commencing July 1, 2024. CONTRACTOR shall make each request by February 1 of each year and shall submit detailed information with each request to substantiate its claimed cost increases. CITY may reasonably request additional information from CONTRACTOR. Subject to the limits contained in this paragraph, CITY may grant the adjustment if it finds that CONTRACTOR's costs have increased by the amount indicated, and that CONTRACTOR is in compliance with every term of this Agreement. A grant of a rate adjustment shall be by resolution or ordinance following a public hearing concerning the proposed increase. No adjustment granted by CITY shall exceed five percent (5%); provided, however, that if the rate adjustment determined pursuant to this Agreement exceeds five percent (5%) in any given rate year and is limited to five percent (5%) by CITY, and the following years' rate adjustment is less than five percent (5%), CITY shall carry forward the disallowed excess percentage rate increase over the 5% limit from the prior year and add it to the following year's rate adjustment percentage, up to the 5% limit

The effective date of each annual adjustment granted by CITY shall be July 1, unless CITY requires more time to evaluate the information provided by CONTRACTOR. However, CONTRACTOR understands and agrees that CITY may be required to comply with Proposition 218 and other applicable law granting rate increases. Should CITY delay the requisite Proposition 218 notice or hold any public hearings so that the rate increase cannot go into effect by the July 1<sup>st</sup> adjustment date, CITY shall adjust the proposed rate to compensate CONTRACTOR for any such delay.

CITY shall not be in breach of this Agreement if its residents lawfully delay or prevent CITY from raising or imposing the rates. In such event, CITY and CONTRACTOR shall meet in good faith to consider alternatives and options, which may include a reduction in CONTRACTOR'S services or permitting CONTRACTOR to terminate the Agreement without cause.

### 8.2.2 Special Rate Increase

CONTRACTOR shall be allowed to present to CITY a request for rate change due to unforeseen circumstances, which affects the costs of services provided the circumstances are beyond CONTRACTOR's control. Any rate change will require CITY review and approval, which shall not be unreasonably withheld. Examples include substantial changes in law/regulations, fuel costs above normal market fluctuations (since CPI is only influenced partially by fuel costs), general costs above normal CPI changes, labor costs/insurance costs, changes in recycling markets etc. If CITY is unable to or does not grant CONTRACTOR'S request for a special rate adjustment that is reasonably justified, CITY and CONTRACTOR shall meet in good faith to

## **Attachment "A"**

consider a reduction in CONTRACTOR'S services or permitting CONTRACTOR to terminate the Agreement without cause.

### **9. COLLECTION EQUIPMENT AND PRACTICES**

#### **9.1 Number and Maintenance of Vehicles**

CONTRACTOR shall provide an adequate number of vehicles and equipment for the collection, disposal and transportation services for which CONTRACTOR is responsible under this Agreement. All vehicles shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean, safe, and in good repair, shall keep all collected materials covered during transportation. Such vehicles shall be kept and maintained free from any leaks, including, without limitation, leaks of hydraulic oil, brake fluid, engine oil, fuel, or transmission fluid. CONTRACTOR's name, phone number and vehicle number shall be visibly displayed on its vehicles in letters and figures no less than four inches (3") high.

#### **9.2 Alternative-Fuel Vehicles**

In providing services under this Agreement, CONTRACTOR shall comply in all respects with: (i) any applicable rule or regulation of the San Joaquin Valley Unified Air Pollution Control District; (ii) the "Final Regulation Order" adopted by the California Air Resources Board regarding diesel particulate matter control measures for solid waste collection vehicles, including all implementing regulations, as they may be amended; and (iii) all other applicable rules, statutes, orders, or other forms of mandate issued or adopted by a government agency with jurisdiction over air quality. Upon request from CITY, CONTRACTOR shall provide records of all collection vehicles in service in the City, including fuel source and engine and chassis numbers. In addition to any indemnification obligations set forth elsewhere in this Agreement, CONTRACTOR shall defend, indemnify, and hold harmless CITY against any fines, penalties, losses, or claims arising out of CONTRACTOR's failure to comply with this paragraph.

#### **9.3 Clean Collection Practices**

CONTRACTOR shall not cause or permit the private property or CITY streets or property to be littered with trash or other debris because of CONTRACTOR's activities under this Agreement. CONTRACTOR shall clean up any such trash or debris in the immediate vicinity of any Container and/or storage area that results from collection services under this Agreement. In the event of repeated litter not caused by CONTRACTOR directly, CONTRACTOR shall first notify the Customer and, if litter continues, CONTRACTOR may request CITY's assistance to rectify the situation.

### **10. PUBLIC ACCESS TO CONTRACTOR**

#### **10.1 Local Office and Regular Hours**

CONTRACTOR'S office hours shall be, at a minimum, from 8 a.m. to 4 p.m. Monday through Friday, except Holidays. A representative of CONTRACTOR shall be available during office

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hours for communication with the public at CONTRACTOR'S principal office. The representative shall, at a minimum, provide route maps and service information to the public. CONTRACTOR shall also maintain an automated customer service telephone number for use during other than normal business hours. CONTRACTOR shall respond to customer phone calls within one (1) business day.

### 10.2 Service Complaints and Dispute Resolution

CONTRACTOR shall record all complaints received (including date, name, address and nature of complaint). CONTRACTOR shall make all such records available for inspection by the City Manager or his designee during normal business hours, upon demand by the City Manager. CONTRACTOR agrees to use its best efforts to resolve all such complaints within the business day next following the date on which such complaint is received.

CONTRACTOR shall document the action taken or other disposition made of each complaint. Such report shall be provided to CITY within forty-eight hours of a request.

If CONTRACTOR misses a scheduled pickup, it shall provide a special pickup within twenty-four (24) hours (Sundays and Holidays excepted) of notice thereof to CONTRACTOR at no charge to Customer or CITY.

The Customer making the complaint may appeal CONTRACTOR's resolution to the City Manager within 30 days of the initial complaint. CONTRACTOR shall promptly make this appeal right known to the Customer making complaints. The City Manager shall make a determination within 7 days of receiving the appeal and provide a written copy of the resolution to CONTRACTOR and the Customer appealing CONTRACTOR's complaint resolution.

In the event that the City Manager determines that CONTRACTOR has failed to render performance in accordance with the requirements of this Agreement, he or she may assess damages against CONTRACTOR and reduce payment otherwise due to CONTRACTOR accordingly. CONTRACTOR shall in all cases be given a reasonable opportunity to remedy the defect in performance prior to such assessment of damages.

### 10.3 Customer Information

CONTRACTOR shall not market, sell, convey, donate or disclose to any person or entity any list with the names or addresses of Customers or information regarding the composition or content of Customers' waste unless authorized or required by Applicable Law, CITY or a court of competent jurisdiction.

## 11. **OWNERSHIP OF ORGANICS, RECYCLABLE MATERIAL AND SOLID WASTE**

All Organics, Recyclable Material and Solid Waste collected pursuant to this Agreement shall be the property of the Customer until placed in a Container for collection pursuant to this Agreement. Except as provided in the next paragraph, ownership of the Organics, Recyclable Material and Solid Waste shall transfer to CONTRACTOR once it is deposited in Containers set out



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at the collection point, or CONTRACTOR's vehicles. CONTRACTOR is granted the right to collect, transport, process, recover, recycle, retain, market, dispose of or otherwise use any such Organics, Recyclable Material and Solid Waste, or any part thereof, in any fashion, and retain all benefits or profits resulting therefrom. All Organics, Recyclable Material and Solid Waste shall be collected, transported, and disposed of in accordance with federal, state and local law.

On consideration of the foregoing provisions with respect to ownership of Organics, Recyclable Material and Solid Waste, CONTRACTOR shall maintain all records required by state and federal law regarding source generation, recycling and disposal of said materials, and in a form acceptable to CITY, and shall provide same to CITY upon request, but not less than once per year.

### **12. INSURANCE, INDEMNIFICATION AND PERFORMANCE BOND**

#### **12.1 Indemnification of CITY**

**12.1.1 General Indemnification of CITY.** CONTRACTOR agrees that it shall indemnify and hold harmless CITY, its officers, officials, employees, agents, assigns and any successor or successors to CITY's interest, from and against any and all loss, liability, penalties, claims, demands, actions or suits, of every kind and description, whether or not involving a third party claim, to the extent arising or resulting from: (i) the alleged acts or omissions of CONTRACTOR in performance of this Agreement or non-performance of any obligation or duty of CONTRACTOR under this Agreement or under applicable law; (ii) the failure of CONTRACTOR, its agents, employees and/or subcontractors, to comply in all respects with the provisions and requirements of this Agreement; (iii) any breach of any representation or warranty of CONTRACTOR contained in this Agreement; and (iv) any breach or violation of any covenant or other obligation or duty of CONTRACTOR under this Agreement or under Applicable Law. CONTRACTOR shall, upon demand of CITY, at CONTRACTOR'S sole cost and expense, defend with an attorney chosen by CONTRACTOR, and reasonably acceptable to CITY, to defend CITY, its officers and/or employees against any and all claims, actions or suits in any legal proceedings, (whether judicial, quasi-judicial, administrative or legislative in nature) brought against CITY, its officers and/or employees arising or resulting from those situations described in (i) and (ii) above. The indemnification and defense provided for under this section shall not be construed to limit the indemnity and defense set forth in the following subsection. This subsection shall survive the expiration of the period during which collection services are to be provided under this Agreement.

**12.1.2 Indemnification of CITY Related to Waste Diversion Requirements.** To the extent permitted by Public Resources Code Section 40059.1, and to the extent noncompliance is caused by CONTRACTOR's breach of or noncompliance with a provision of this Agreement, CONTRACTOR agrees to protect and defend CITY, with counsel selected by CONTRACTOR, and reasonably acceptable to CITY, and to indemnify and hold harmless CITY from and against all fines or penalties imposed by the California Department of Resources Recycling and Recovery if the diversion goals specified in the Public Resources Code are not met by CITY with respect to the Organics, Recyclable Material and Solid Waste collected by CONTRACTOR under this Agreement.

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Upon receipt from the California Department of Resources Recycling and Recovery of a stipulated order of noncompliance with the diversion goals, which is caused by CONTRACTOR's breach of or noncompliance with a provision of this Agreement, CITY may require CONTRACTOR to provide a performance bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) until such time as compliance is attained.

If CITY finds that additional programs are necessary to meet any required diversion goals, CITY may require or CONTRACTOR may submit to CITY proposals for additional diversion programs to meet the diversion requirements. If necessary, CITY and CONTRACTOR shall enter into good faith negotiations, but if agreement regarding programs and/or rate adjustments cannot be reached, the matter shall be referred for non-binding mediation as set forth herein. If CITY and CONTRACTOR cannot reach agreement regarding programs and/or rate adjustments in order to meet required diversion goals through mediation, either CITY or CONTRACTOR may, within 90 days of CONTRACTOR'S submission of a proposal to CITY, refer the matter for binding arbitration to be resolved by an independent arbitrator mutually selected by CITY and CONTRACTOR, the costs of which shall be borne equally by CITY and CONTRACTOR. Both Parties shall, in good faith and in writing, promptly provide the independent mediator or arbitrator with any and all information and documentation required or requested by the independent arbitrator in order to make its determination. The independent arbitrator shall make its determination based on the submissions of the Parties, the provisions of this Agreement, its experience with similar services and disputes, and other factual determinations it may make regarding the matter in dispute. Such determination shall be made within thirty (30) days following the conclusion of the arbitration hearing unless the Parties agree to a later date or ninety (90) days after the referral, whichever is sooner, and shall be binding upon the Parties as though made a lawful amendment to this Agreement.

**12.1.3 Hazardous Waste Indemnification of CITY.** CONTRACTOR shall indemnify, defend with counsel selected by CONTRACTOR and reasonably approved by CITY, protect and hold harmless CITY from and against all claims, actions, damages or liabilities paid, incurred or suffered by, or asserted against, CITY arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where CONTRACTOR delivers, stores, processes, recycles, composites or disposes of materials or wastes to the extent that such liabilities are caused by CONTRACTOR's negligence or willful misconduct. Nothing in this Section shall be construed to require CONTRACTOR to indemnify CITY for liabilities caused by the sole negligence of CITY

**12.1.4 Environmental Indemnification of CITY.** CONTRACTOR shall indemnify, defend with an attorney selected by CONTRACTOR and reasonably approved by CITY, and protect and hold harmless CITY, its officers, officials, employees, agents, assigns and any successor or successors to CITY's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and

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expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, CITY or its officers, employees or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where CONTRACTOR transports or temporarily stores Organics, Recyclable Material and Solid Waste prior to delivery to the Processing or Disposal Facility. The foregoing indemnity is intended to and shall be construed to operate as an agreement pursuant to Section 107(c) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9067(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify CITY from liability.

**12.1.5 Limitations; Conflicts; Survival.** No indemnity or defense obligation of CONTRACTOR under this Agreement shall apply to any claims, costs, or damages to the extent arising out of the active negligence or willful misconduct of CITY, its agents, employees, officers and contractors. CONTRACTOR'S indemnity and defense obligations under this Agreement shall not be limited by insurance proceeds, if any. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise reasonably find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay CITY any final judgment rendered against CITY Indemnitees. It is expressly understood and agreed that CONTRACTOR's indemnity and defense obligations under this Agreement are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

### **12.2 Insurance**

CONTRACTOR shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to CITY.

#### **12.2.1 Commercial General Liability Insurance.**

CONTRACTOR shall maintain time of occurrence based commercial general liability insurance or equivalent form with a combined single limit of not less than \$2,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or be no less than two times the occurrence limit. Such insurance shall:

(a) Name CITY, its officials, officers, employees, agents, and consultants, as insureds with respect to performance of services under this Agreement. Such insured status shall contain no special limitations on the scope of its protection to the above listed insureds.

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(b) Be primary with respect to any insurance or self-insurance programs covering CITY, its officials, officers, employees, agents, and consultants.

(c) Contain standard separation of insureds provisions.

### 12.2.2 Business Automobile Liability Insurance.

CONTRACTOR shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$2,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

### 12.2.3 Workers' Compensation Insurance.

CONTRACTOR shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

### 12.2.4 Pollution Control Insurance.

CONTRACTOR shall purchase and maintain in force for the duration of the Agreement term insurance for pollution legal liability applicable to bodily injury; property damage, cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the transporter's activity under this Agreement. Coverage shall be maintained in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000 for claims arising within the City. If coverage is written on a claims-made basis, CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three years beginning from the time that work under this Agreement is completed.

### 12.2.5 Certificates/Insurer Rating/Cancellation Notice.

(a) CONTRACTOR shall, prior to commencement of services under this Agreement, furnish to CITY properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by CITY, which shall clearly evidence all insurance required in this Section. CONTRACTOR shall not allow such insurance to be canceled or be materially reduced in coverage except on 30 days' prior written notice to CITY.

(b) CONTRACTOR shall maintain such insurance from the time the services under this Agreement commence until the services are completed, except as may be otherwise required by this Section.

(c) CONTRACTOR shall place insurance with insurers having an A.M. Best Company rating of no less than A: VIII and licensed to do business in California.

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(d) CONTRACTOR shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the services.

### 12.3 Rights of Subrogation

All required insurance policies must preclude any underwriter's rights of recovery or subrogation against CITY with respect to matters related to CONTRACTOR's performance of its obligations under this Agreement, with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. CONTRACTOR must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which CITY is named as an additional insured will not apply to CITY.

### 12.4 Performance Bond

Prior to execution of this Agreement, CONTRACTOR shall deposit with CITY either a letter of credit or a performance bond (collectively referred to as the "Performance Bond") in the amount of \$50,000. The Performance Bond shall serve as security for the faithful performance of CONTRACTOR of all of the provisions and obligations of this Agreement. The Performance Bond shall contain terms acceptable to CITY. If CONTRACTOR deposits a letter of credit with CITY, interest, if any, relating to any cash deposits that may exist with regard to that letter of credit shall accrue to CONTRACTOR.

## 13. **TERMINATION AND OTHER REMEDIES**

### 13.1 Termination

CITY may, by written notice to CONTRACTOR, elect to terminate the whole or any part of this Agreement at any time as a result of a material breach of this Agreement by CONTRACTOR by giving written notice to CONTRACTOR of such termination and describing in detail the material breach, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon receipt of a notice of termination, CONTRACTOR shall have sixty (60) days to cure or correct the material breach of this Agreement noted by CITY. During the 60-day cure period, CONTRACTOR shall have the right to a hearing before the City Council to discuss the alleged violation and proposed termination, provided that CONTRACTOR'S request for a hearing is made in sufficient time to schedule a hearing at a regular meeting of the City Council falling within the 60-day cure period.

If the violation has not been cured or corrected within the 60-day cure period, CITY may proceed with the termination of this Agreement on the noticed date. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to CITY, and CONTRACTOR shall be entitled to no further compensation. Upon

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termination, CITY shall be entitled to damages caused by such violation and the resulting termination, including, but not limited to the liquidated damages provided for in Section 14 of this Agreement. Notwithstanding the 90-day pre-termination notice requirement described above, if, in CITY's determination (which determination may be made in the sole and absolute discretion of CITY), the violation endangers public health, safety or welfare, termination may be effective immediately.

### 13.2 Remedies Not Exclusive

The rights and remedies of CITY under this Agreement, including the right to make a claim under the Performance Bond deposited with CITY by CONTRACTOR for reimbursement of any costs borne or damages incurred by CITY as a result of a default by CONTRACTOR under this Agreement and the right to perform during an emergency, shall be in addition to any and all other rights and privileges CITY may have, and shall not be deemed to limit any such other rights or privileges of CITY under this Agreement or by virtue of any law.

### 13.3 Procurement of Services Following Termination

In the event this Agreement is terminated in whole or in part as provided in this Section, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## 14. **LIQUIDATED DAMAGES**

### 14.1 General

CITY finds, and CONTRACTOR agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by CITY as a result of a breach by CONTRACTOR of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that franchised services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

### 14.2 Performance Standards; Liquidated Damages for Failure to Meet Standards

The Parties further acknowledge that consistent, reliable collection service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR's representations



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as to its quality of service commitment in awarding the Franchise to it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, CITY and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which CITY will suffer. Therefore, without prejudice to CITY's right to treat such non-performance as an event of default, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to CITY that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

CONTRACTOR  
Initial Here \_\_\_\_\_

CITY  
Initial Here \_\_\_\_\_

CONTRACTOR agrees to pay to CITY (as liquidated damages and not as a penalty) the sum of One Hundred Dollars (\$100) for each occurrence of any of the following breaches by CONTRACTOR of its obligations under this Agreement if CONTRACTOR fails to remedy such breach or breaches within seventy-two hours of its receipt of notice from CITY of such breach or breaches:

- Failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments;
- Spill of leakage of oil, hydraulic fluid, coolant, or fluid from any collection vehicle used by CONTRACTOR in the performance of solid waste collection services under this Agreement which causes a stain of 0.5 square feet or greater.

CONTRACTOR agrees to pay to CITY (as liquidated damages and not as a penalty) the sum of Two Hundred Dollars (\$200) for each occurrence of any the following breaches by CONTRACTOR of its obligations under this Agreement if CONTRACTOR fails to correct such breach or breaches within one calendar month of its receipt of notice from CITY of such breach or breaches:

- Excessive noise;
- Discourteous behavior to a Customer:

CONTRACTOR agrees to pay to CITY (as liquidated damages and not as a penalty) the sum of Two Hundred Dollars (\$200) for each occurrence of any of the following breaches by CONTRACTOR of its obligations under this Agreement within seventy-two hours of its receipt of notice from CITY of such breach or breaches:

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- Failure to commence service to a new Customer within seven (7) days after receipt of the order;
- Failure to collect Recyclable Material, Organics, or Solid Waste which has been properly set out (i.e., not overfilled or contaminated) for collection within 24 hours of the scheduled collection day after CONTRACTOR'S receipt of notice of the missed collection; or
- Collecting Recyclable Material, Organics or Solid Waste outside of normal collection hours;

### 14.3 Procedure for Assessment of Liquidated Damages

CITY may assess liquidated damages for each calendar day or event, as appropriate, that CONTRACTOR is determined to be liable in accordance with this Agreement. Prior to assessing liquidated damages, CITY shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the violation or incident of non-performance. CONTRACTOR may review (and make copies at its own expense) all information in the possession of CITY relating to the violation or incident of non-performance. CONTRACTOR may, within ten (10) days after receiving the notice, request a meeting with CITY. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the violation or incident of non-performance. CITY will provide CONTRACTOR with a written explanation of its determination as to each violation or incident of non-performance prior to authorizing the assessment of liquidated damages. The decision of CITY shall be final, subject to CONTRACTOR'S right to appeal the decision to the City Council within thirty (30) of the decision.

### 14.4 Timing of Payment

CONTRACTOR shall pay any liquidated damages assessed by CITY within thirty (30) days after they are assessed. If they are not paid within the thirty (30) day period, CITY may proceed against the performance bond required by the Agreement or order the termination of the Franchise granted by this Agreement, or both.

## 15. GENERAL PROVISIONS

### 15.1 Force Majeure

CONTRACTOR shall not be in default under this Agreement in the event that the collection, transportation, processing and/or disposal services of CONTRACTOR are temporarily interrupted or discontinued for any of the following reasons: riots, wars, civil disturbances, insurrections, epidemics, hurricanes, earthquakes, floods, acts of God, government orders and regulations, or other similar catastrophic events which are beyond the reasonable control of CONTRACTOR. It is specifically understood that "other catastrophic events" include strikes, lockouts and other labor disturbances. When any of these events interrupt collection, transportation, processing and/or disposal of Organics, Recyclable Material or Solid Waste by CONTRACTOR as required under this Agreement, CITY may elect to exercise its rights under Section 13.

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### 15.2 Independent Contractor

It is expressly understood and agreed that CONTRACTOR shall perform all work and services described as an independent contractor and not as an officer, agent, servant or employee of CITY; that CONTRACTOR shall have the exclusive control over the details of the services and work performed hereunder and all persons performing the same; that CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any; and that nothing shall be construed as creating a partnership or joint venture between CITY and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents or subcontractors shall obtain any rights to retirement benefits, workers' compensation benefits or any other benefits which accrue to CITY employees.

### 15.3 Law to Govern; Venue

It is understood and agreed by the Parties that the law of the State of California shall govern the interpretation of this Agreement. The Parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement must be filed and maintained exclusively in the Superior Courts of Kern County, State of California, or in the United States District Court for the Eastern District of California to the fullest extent permissible by law. Each Party consents to service of process in any manner authorized by California law.

### 15.4 Fees and Gratuities

CONTRACTOR shall not, nor shall it permit any agent, employee or subcontractor employed by it to request, solicit, or demand either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement. CONTRACTOR shall not, nor shall it permit any agent, employee or subcontractor employed by it to accept any monetary compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement.

### 15.5 Amendment

Except as may otherwise be specifically provided in this Agreement, this Agreement may be amended or modified only by a written agreement duly authorized and executed by both CITY and CONTRACTOR.

### 15.6 Assignment and Transferability; Subcontracting

Except as provided in Section 16.5, this Agreement is not assignable or transferable in whole or in part by CONTRACTOR, voluntarily, involuntarily, or by operation of law or otherwise except by written amendment to this Agreement signed by both Parties. In addition, the services to be performed by CONTRACTOR pursuant to this Agreement shall not be subcontracted to any third party without the written consent of CITY. Any request made to CITY by CONTRACTOR for approval of an assignment or transfer of this Agreement shall be accompanied by a non-refundable deposit in the amount of \$10,000 to cover CITY's costs, including attorneys' fees, in

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evaluating the proposed assignee or transferee and the potential benefit or detriment to CITY of the proposed assignment or transfer.

The sale, transfer, assignment or hypothecation of a majority ownership interest in CONTRACTOR after the Effective Date of this Agreement, including a cumulative sale, transfer, assignment or hypothecation, shall be deemed an assignment within the meaning of this Section and is prohibited in the absence of a written amendment to this Agreement.

Any dispute between CITY and CONTRACTOR with respect to a determination of whether a sale, transfer, assignment, subcontracting, or hypothecation of a number of shares or other units of ownership in CONTRACTOR has occurred or will occur shall be subject to reference pursuant to Code of Civil Procedure Section 638, *et seq.* with the presiding judge of the Kern County Superior Court.

### 15.7 Compliance with Applicable Law

CONTRACTOR agrees that it will comply with all provisions of the Applicable Law, including CITY's business license ordinance, and will obtain all licenses and permits, and pay all taxes and fees, required under the Applicable Law.

### 15.8 Notices

All notices, demands, requests, consents or other communications which this Agreement contemplates, authorizes, requires or permits either Party to give to the other, shall be in writing and shall be personally delivered; or sent by overnight mail, delivery service, or registered or certified mail, postage prepaid, return receipt requested; all addressed to the respective Party as follows:

To CITY: City of Wasco  
746 8<sup>th</sup> St  
Wasco, CA 93280  
Attention: City Clerk, [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org)  
Fax: 661-758-5411

Copy to: City of Wasco Public Works  
801 H St  
Wasco, CA 93280  
[luvilla@cityofwasco.org](mailto:luvilla@cityofwasco.org)  
Fax: 661-758-5411  
Attention: Luis Villa

To CONTRACTOR: American Refuse, Inc.  
1316 J Street

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Wasco, CA 93280  
Attention: Jeff Martin

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section. Such notice shall be deemed effective on the date personally served or, if mailed, three (3) days from the date such notice is deposited in the mail.

### 15.9 Savings Clause and Entirety

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement.

### 15.10 Attorneys' Fees

In the event of any claim or action or proceeding brought by either Party against the other under or in connection with the subject matter of this Agreement, the prevailing Party shall be entitled to recover from the losing Party as part of the judgment in such action all reasonable costs, expenses, and attorneys' fees, including those costs, expenses and attorneys' fees incurred in defending any counterclaim or cross-complaint brought in such action and incurred in any appeals, all in such amount as the court shall judge reasonable.

### 15.11 Entire Agreement

This Agreement supersedes any previous agreements either oral or written by the Parties and represents the entire understanding between the Parties.

### 15.12 Rights of City to Perform During Emergency

Should CONTRACTOR, for any reason whatsoever, including the occurrence or existence of any of the events or conditions set forth in Section 15.1, fail, refuse or be unable to collect, transport, process and dispose of any or all of the Organics, Recyclable Material or Solid Waste for which it is obligated under this Agreement to collect, transport and dispose of for a period of more than forty-eight (48) hours, and if as a result thereof Organics, Recyclable Material or Solid Waste should accumulate in CITY to such an extent, in such a manner, or for such a time that the City Manager should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event CITY shall have the right, in addition to any other rights under this Agreement or pursuant to law, upon twenty-four (24) hour prior written notice to CONTRACTOR, or without such notice should CITY determine that a further delay would endanger the health, safety, and welfare of CITY residents during the period of such emergency, to take possession of any or all equipment of CONTRACTOR previously used in the collection, transportation, processing and disposal of Organics, Recyclable Material or Solid Waste or which CONTRACTOR would otherwise be obligated to collect and transport pursuant to this Agreement. CONTRACTOR agrees that in such event it will fully cooperate with CITY to affect such a transfer of possession for CITY's use. CONTRACTOR agrees that, in such event, CITY may take possession of all and use

## Attachment "A"

all of said equipment and facilities without paying CONTRACTOR any rental or other charge, provided that CITY agrees that, in such event, it assumes responsibility for the proper and normal use of such equipment and facilities.

CONTRACTOR further agrees that, in such event, it shall reimburse CITY for any and all costs and expenses, including the cost of CITY employees and/or third-party laborers in the performance of emergency services pursuant to this Section, incurred by CITY in taking over possession of the above mentioned equipment and facilities in such manner and to the extent that would otherwise be required of CONTRACTOR under the terms of this Agreement. CITY shall first subtract such reimbursement costs from compensation otherwise due CONTRACTOR under this Agreement, and to the extent such costs exceed those due CONTRACTOR, an itemized statement of costs and expenses shall be submitted for reimbursement to CONTRACTOR. To facilitate reimbursement of costs and expenses to CITY, CONTRACTOR agrees to assign its right to receive payment from its Customers for services rendered pursuant to this Agreement to the extent that such services have been rendered to said Customers by CITY and further agrees to allow CITY to collect such payments directly from the Customers. CITY agrees that it shall relinquish possession of all of the above-mentioned property to CONTRACTOR upon written notice from CONTRACTOR to the effect that it is able to resume its responsibilities under this Agreement. It is agreed that CITY's exercise of its rights under this Section shall not affect Section 12 of this Agreement.

### 15.13 Contractor's Assurances of Adequate Capacity and Equipment

CONTRACTOR warrants that it has and will maintain, directly or by contract, sufficient equipment and personnel to provide all services under this Agreement.

### 15.14 Recitals

The Recitals set forth above are hereby incorporated by this reference.

## 16. **REPORTING, ACCOUNTING AND AUDITING**

### 16.1 Daily

CONTRACTOR shall maintain and make available to CITY, upon request, daily reports containing detailed audit information including, the number of tons of Organics, Recyclable Material or Solid Waste collected from Customers and delivered to the Processing Facility Composting Facility, or Disposal Facility and the route number, the vehicle number and CONTRACTOR's weight ticket for each load disposed or processed. Collection of Recyclable Materials shall be summarized by commodity and the amount collected. CONTRACTOR will provide CITY with daily reports within five (5) business days of CITY's request.

### 16.2 Monthly

CONTRACTOR shall submit written monthly reports, on or before the close of the following month, to CITY totaling the information contained in the daily reports.



## Attachment "A"

### 16.3 Annual

CONTRACTOR shall submit annual reports to CITY on or before June 1 of each year totaling the information contained in the monthly reports for the year. CONTRACTOR shall cooperate fully with CITY's AB 939 and SB 1383 Regulations reporting requirements by providing CITY with requested information within a reasonable time of CONTRACTOR's receipt of CITY's request, but in no event longer than fifteen (15) days after such receipt. Upon request, CONTRACTOR shall make an oral presentation of the annual report to the City Council of CITY at the City Council meeting specified by CITY.

### 16.4 Additional Information

CONTRACTOR shall use Reasonable Business Efforts to incorporate into the reports required by this Section 16 any additional information requested by CITY. CONTRACTOR shall incorporate into such reports any new reporting information required by Applicable Law.

### 16.5 Affiliated Companies

CONTRACTOR shall promptly notify CITY of any contracts or informal arrangements between CONTRACTOR and Affiliated Companies related to providing services under this Agreement.

### 16.6 Maintenance and Audit of Records

CONTRACTOR shall accurately maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents relating to this Agreement, or performance under this Agreement, including routing, complete list of Customers, level of Customer's services, Customer complaints, employee training, inventory, maintenance logs, etc. ("Records") for the term of this Agreement plus two (2) years, or any longer period required by Applicable Law. CONTRACTOR shall maintain complete accounting records pertaining to cash receipts, billing and disposal records ("Accounting Records") prepared on an accrual basis in accordance with generally accepted accounting principles for at least three (3) years following the close of CONTRACTOR's fiscal year. CONTRACTOR shall maintain the Accounting Records in a manner that allows for the separate identification of all revenues associated with providing services hereunder and such revenues shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by CONTRACTOR in locations other than the City.

The Records, Accounting Records, and records of Affiliated Companies if any, shall be subject to audit and inspection, for the primary purpose of reviewing billing operations, accounts receivable and customer service, by CITY, its auditors or other agents, at any reasonable time, such audit or inspection to take place at the City Hall, if practicable, or at CONTRACTOR's address indicated for receipt of notices. The CITY shall initially bear the cost of such audit. If such audit discloses a material breach of this Agreement or an underpayment of the Franchise Fee in excess of five percent (5%) of the amount which should have been paid for customers that CONTRACTOR

## Attachment "A"

direct bills, CONTRACTOR shall repay such underpayment, together with interest at the rate of seven percent (7%) computed from the date of underpayment, and shall further reimburse CITY for the entirety of CITY's audit costs, including, without limitation, CITY's auditor's costs and expenses, CITY's internal costs and expenses, and CITY's legal and other third party expenses. If such audit discloses a Franchise Fee underpayment of less than five percent (5%), CONTRACTOR shall repay such underpayment, together with interest at the rate of seven percent (7%) computed from the date of underpayment, but CITY shall bear its audit costs.

### 16.7 Confidentiality

Any report from the Auditor to CITY resulting from the auditor's review of CONTRACTOR's records shall be distributed in such a way as to protect the confidential nature of any proprietary information of CONTRACTOR, to the extent permitted by law. The report shall be limited to a letter of compliance relating to the adequacy of the accounting procedures, verification of increases or decreases in CONTRACTOR's costs, and verification that the proper administration and franchise fees are being paid, and shall not set forth CONTRACTOR's actual operating results. The Auditor shall also make such recommendations as it deems necessary as to the adequacy of CONTRACTOR's data collection methods, and as to the availability and sufficiency of the information, including direct, indirect and joint costs, with respect to any request by CONTRACTOR for increased compensation, and shall furnish CITY with its opinion as to whether an increase or decrease is supported and justified by CONTRACTOR's records.

Attachment "A"

Executed:

CONTRACTOR,  
a California Corporation

CITY OF WASCO,  
a California Municipal Corporation

By: \_\_\_\_\_  
Jeff Martin, President

By: \_\_\_\_\_  
Vincent Martinez  
Mayor

ATTEST  
By: \_\_\_\_\_  
M. Scott Hurlbert  
City Manager

By: \_\_\_\_\_  
Maria O. Martinez  
City Clerk

\_\_\_\_\_

**EXHIBIT A  
SERVICE RATES**

Service Item	AMR COST	10% FRANCHISE FEE	TOTAL FEE
<b>Commercial and MFD Fees - Recycling</b>			
Commercial 96-gal Recycle	\$27.06	\$3.01	\$30.07
Every Other Week Blue 3yd	\$58.83	\$6.54	\$65.37
Every Other Week Blue 6yd	\$86.44	\$9.60	\$96.04
Weekly Blue 3 yd 1x per week	\$102.56	\$11.40	\$113.96
Weekly Blue 3 yd 2x per week	\$205.13	\$22.79	\$227.92
Weekly Blue 3 yd 3x per week	\$307.69	\$34.19	\$341.88
Weekly Blue 6 yd 1x per week	\$151.34	\$16.82	\$168.16
Weekly Blue 6 yd 2x per week	\$302.69	\$33.63	\$336.32
Weekly Blue 6 yd 3x per week	\$454.03	\$50.45	\$504.48
Bin & MFD Contamination/Go-Back/Overfill Fee/Pick-up *per occurrence for 96-gal Recycling	\$12.00	\$1.33	\$13.33
Bin & MFD Contamination/Go-Back/Overfill Fee/Extra Pick-up *per occurrence	\$36.00	\$4.00	\$40.00
<b>Commercial and MFD Fees - Organics</b>			
Weekly 96-gal cart 1x per week	\$34.58	\$3.84	\$38.43
Weekly 96-gal cart 2x per week	\$69.17	\$7.69	\$76.85
Cart Contamination/Go-Back/Overfill Fee *per occurrence	\$11.10	\$1.23	\$12.33
Weekly 2yd bin 1x per week	\$139.32	\$15.48	\$154.80
Weekly 2yd bin 2x per week	\$278.65	\$30.96	\$309.61
Bin & MFD Contamination/Go-Back/Overfill Fee/Extra Pick-up *per occurrence for 96-gal Recycling	\$24.00	\$2.67	\$26.67
Bin & MFD Contamination/Go-Back/Overfill Fee/Extra Pick-up *per occurrence	\$42.00	\$4.67	\$46.67
<b>40 Yard Open Top Roll Off Services</b>			
Delivery	\$35.52	\$3.95	\$39.46
Per dump	\$267.30	\$29.70	\$297.00
Rental per month	\$229.30	\$25.48	\$254.78
Per hour roll-off truck charge	\$149.21	\$16.58	\$165.79
Roll off compactor service	\$327.00	\$36.33	\$363.33
<b>Staff and Personnel Charges</b>			
Hourly staff rate (audits above scope of services)	\$54.00	-	\$54.00
<b>Other Special Rates</b>			
Account Restart Fee	\$28.75	\$3.19	\$31.94
Bin Delivery Fee (Except New Service)	\$57.50	\$6.39	\$63.89
Cart Replacement	\$109.25	\$12.14	\$121.39
Cart Redelivery Fee	\$28.75	\$3.19	\$31.94
Certification (Customer Required) per hour	\$54.00	-	\$54.00
Gravity Bin Service Fee (Per Month)	\$8.45	\$0.94	\$9.39
Individually Dispatched Bin Service (Per Visit)	\$42.00	\$4.67	\$46.67
Install Gravity Lock	\$172.50	\$19.17	\$191.67
Manually Rolling Bins (Per Month)	\$8.05	\$0.89	\$8.94
Packer Truck Rental (Per Hour)	\$178.25	\$19.81	\$198.06

**EXHIBIT B**  
**SPECIAL WASTES**

- Flammable waste.
- Containerized waste (e.g., a drum, barrel, portable tank, pair, etc.).
- Waste from a pollution control process.
- Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or any other special wastes.
- Contaminated soil, waste, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of any other special wastes.
- Dead animals.
- Explosive substances.
- Radioactive materials.
- Materials which have been exposed to highly infectious or contagious diseases.
- Medical waste as defined by State and Federal agencies.
- Sludge waste.
- Waste motor oil.
- Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Waste if it contains more than one percent asbestos.
- Ash residue from the incineration of Infectious Waste described below.
- Hazardous Wastes, explosives, ordnance, highly flammable substances and noxious materials.
- Industrial byproducts, including cement kiln dust, ore process residues and grit or screening removed from a wastewater treatment facility.
- Infectious wastes which have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes,

needles, blades, tubings, bottles, drugs, patient care items such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes.

- Liquid wastes which are not spadeable, usually containing less than fifty percent solids, including food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap and septic tank pumpings, oil and geothermal field wastes, rendering plant byproducts, sewage sludge, and those liquid wastes which may be Hazardous Wastes.
- Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code, and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or federal regulation.
- Sewage sludge comprised of residue produced by humans (not industrial), removed from a wastewater treatment facility or septic tank, whether in a dry or semidry form
- Wastes designated from time to time by the CalRecycle.



**EXHIBIT C**  
**RATE ADJUSTMENT METHODOLOGY**

**1. General**

Subject to the terms herein, the Contractor may request, but is not entitled, to an annual adjustment of all Rates. Each Rate, excluding special charges, will be subject to a "Rate Adjustment Factor" that is based on a "Consumer Price Index for Trash and Garbage Component" which is annually adjusted.

Changes in Rates are subject to approval with properly noticed protest hearings and the process requires a substantial amount of time. Therefore, the RAF will be based on the data from the previous calendar year as noted in the example below.

**2. Calculation**

The adjustment to the Rates will be made using the following methodology:

**Step 1:** Determine the "Rate Adjustment Factor" or "RAF". The RAF shall be the annual percentage change of the CPI for Garbage and Trash Collection, rounded to the nearest tenth percent. The Rate Period will be a 12-month period based on calendar years, commencing January 1 and concluding December 31.

Reference: Bureau of Labor Statistics, CPI for All Urban Consumers, Garbage and Trash Collection, Series ID: CUUR0000SEHG02  
(<https://data.bls.gov/timeseries/CUUR0000SEHG02>)

For example:

To determine the RAF to be used in calculating Rates for Fiscal Year 2023-2024 (July 1, 2023 – June 30, 2024):

- a) Since Fiscal Year 2023-2024 will not be completed at the time when the new Rates are to be calculated, data from Calendar Year 2022 will be used.
  - Sum of all monthly CPIs beginning with January 2022 and ending with December 2022 / 12 = Annual CPI = 549.334 (see table)
- b) Compare to the prior Calendar Year to determine the percentage change in the CPI.
  - Sum of all monthly CPIs beginning with January 2021 and ending with December 2021 / 12 = Annual CPI = 522.329 (see table)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average	Annual Percentage Change
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	522.329	
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	549.334	5.2%

c) Calculate the percentage change to determine the RAF to be used to calculate the Rates for Fiscal Year 2023-2024.

- $RAF = ((549.334 - 522.329) / 522.329) * 100 = 5.2\%$

**Step 2:** Calculate the adjusted Rate, rounded to the nearest cent, for each Rate as follows, not to exceed 5%:

$$\text{Adjusted Rate} = \text{Then-current Rate} \times (1 + \text{RAF})$$

For example, assuming:

1. Then-current Rate = \$50.00
2. Rate Adjustment Factor = 5%
3. Adjusted Rate =  $\$50.00 \times (1 + 0.05) = \$52.50$

**Step 3:** In the event the RAF is greater than 5%, the percent of increase not applied to the then rate will be carried over to the following year's rate adjustment.

## **EXHIBIT D**

### **CONTAINER CONTAMINATION PROTOCOLS**

CONTRACTOR will make every effort to train drivers to identify contamination and deploy a cart inspector that will conduct periodic route inspections where bins will be checked for contamination. Should CONTRACTOR identify instances of contamination of black, blue and/or green containers by residential, multi family or commercial customers receiving bin or cart service, it will document the contamination through the use of film or digital photography. CONTRACTOR will place a non-collection tag on the container explaining the type of contamination present and instructions for removal of the contamination. Once the contamination is removed, the container will be collected on the next scheduled pick-up day. Alternatively, customer may call and request pick-up of the container. If the customer requests pick-up of the container within the same collection week an extra collection fee, per the approved rates, will be charged to the customer.

The CONTRACTOR will present evidence of contamination to CITY, where CITY may provide that to the customer.

- (1) The first incident of contamination will be treated as an opportunity to educate the customer on appropriate placement of materials. The container will not be collected until the contamination is corrected.
- (2) Customers will also be informed that CITY will charge a contamination fee, per the approved rates, on the second offense. Customer will be required to correct the contamination before the container may be serviced on the next collection day.
- (3) Where such evidence was presented to the customer, and CONTRACTOR documents a third instance of contamination, CONTRACTOR is authorized to fine customers per the approved service rates. CONTRACTOR will provide CITY's contract manager with written notification of the fine.

#### **Protocol on Container Overfilling**

CONTRACTOR will make every effort to ensure the collection of materials does not result in litter. Overfilled containers can result in litter and are an indication of inadequate service. Where CONTRACTOR identifies instances of overfilling of containers by residential, multi family or commercial customers receiving bin or cart service, it will document the overfilling through the use of film or digital photography.

- (1) The first incident of overfilling will be treated as an opportunity to educate the customer on overfilling.
- (1a) If the container cannot be collected safely CONTRACTOR will place a non-collection tag explaining it is overfilled and instructions for how to remedy the container. Once the

container is ready for pick-up, the customer may call and request pick-up and be charged an additional pick-up fee if customer requires pick-up in the same collection week.

- (1b) If the container can be serviced, CONTRACTOR will pick-up the container, where the photo of the overfilled container will be provided to CITY, where CITY will contact the customer.
- (2) The customer will be educated by CITY on the incident of overfilling and may be charged an overage fee on the second offense.
- (3) Where such evidence was presented to the customer, and CONTRACTOR documents a third instance of overfilling, CONTRACTOR is authorized to charge an overage fee and deliver the next larger sized container to the customer. The service rate will be adjusted to the rate then in effect for the next larger size container. If a customer requests CONTRACTOR to dump the extra materials, or contaminated materials, within the same collection week an additional pick-up will be charged. CONTRACTOR will provide CITY's contract manager with written notification prior to delivering the next larger size container and adjusted the service rate.

**EXHIBIT E  
OPERATIONS PROTOCOLS**



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**1316 "J" Street, Wasco, Ca 93280    (661) 758- 5316**

Exhibit E describes the scope and operations for commercial organics and recycling collection and for roll-off services that American Refuse (AMR) will conduct in the City of Wasco (City).

**Commercial Recycling and Organics Operations**

AMR will collect recyclables and organics from commercial customers using automated side-loader, automated front loader, and roll-off collection trucks. Commercial customers include all businesses and multi-family residential premises with more than five separate living units. Recycling containers will be collected at least once per week. Organic containers will be collected at least once per week. AMR drivers are trained to safely collect containers and pick up any litter that may result from the collection operations. Containers will be returned to their collection spot upright with lids closed. The materials will be taken to approved processing locations where recyclable materials will be sorted by commodity type and sent to end markets. Organics will then be delivered for composting, anaerobic digestion, or other approved organic diversion facility.

AMR will conduct all roll-off services, to include residential and commercial customers, for the collection of recycling, organics, construction and demolition (C&D), and solid wastes.

**Holiday Collection**

In the event the collection route falls on a Holiday, or a day that the recyclable processing location is closed, the collection route will occur on the next workday. Holidays include New Year's Day, Thanksgiving Day, and Christmas Day. Additionally, should the processing location be closed, holidays may also include Memorial Day, Fourth of July, Veterans Day, and Labor Day.

**Containers**

















AMR will provide 96-gallon carts and 2-3- and 6- cubic yard containers for the collection of either recycling or organic materials for commercial customers. Containers will be appropriately colored (blue or green) to designate if they are for recycling or organic materials and all recycling containers will have labels that will include text and picture summaries of items, as required by SB 1383 Regulation. AMR will ensure containers are kept in good condition free of charge, unless that container is damaged through the fault or negligence of the commercial customers. Customers may be permitted to provide their own compactors.

**Local Office**

AMR will maintain a local office that will be open to the public from 8am to 4pm, Monday to Friday, where customers can pay bills, receive information about the solid waste service offerings and discuss any concerns or questions. Our office staff will be professional and friendly, where bilingual service representatives can also be made available to customers.

## Recyclable Materials

Recyclable materials may include, but are not limited to:

- |  |  |
|--|--|
|  Newsprint  |  High density polyethylene containers ("HDPE") marked "2" as of the date hereof |
|  Corrugated material  |  |
|  High-grade paper and mixed paper   |  Low density polyethylene containers ("LDPE") marked "4" as of the date hereof  |
|  Glass  |  California redemption containers   |
|  Aluminum cans  |  Ferrous metals   |
|  Tin cans   |  Non-ferrous metals   |
|  Steel and other types of scrap metals  |  White paper  |
|  PET polyethylene terephthalate containers ("PET") marked "1" as of the date hereof |  Mixed paper  |
|  |  Telephone books  |

This list may be decreased or expanded to accommodate changing market conditions.



## Organic Materials

Organic materials may include:

- |                      |                           |
|----------------------|---------------------------|
| • Food waste         | • Tree trimmings          |
| • Green waste        | • Pine needles            |
| • Food soiled papers | • Weeds                   |
| • Grass clippings    | • Branches                |
| • Leaves             | • Brush                   |
| • Pruning            | • Nonhazardous wood waste |





### Identifying Contaminated or Overfilled Recyclable Containers

Should a driver identify that a non-recyclable material has been included in the container (recycling, organic material and/or solid waste), they will note this contamination through a container-tag. The container-tag will provide information to the customer regarding the type of contamination present in the container. Should the driver identify that the contamination is significant, they may place a 'non-collection' tag on the container. In this case the container will not be collected until customer has corrected the contents.

AMR will:

- 🗑️ Conduct the periodic lid flips to assess contaminates and overfilled containers.
- 🗑️ Tag the containers that are overfilled and/or contaminated and notify the City. The City will be responsible for appropriately fining the customer for contamination or overfilled containers. Additionally, the City may choose to notify their drivers not to collect organic containers that have contamination present.
- 🗑️ Provide the City and customer with photographic evidence of the reason the containers were tagged.
- 🗑️ Conduct random audits of containers to ensure compliance with SB 1383 mandated lid flipping.
- 🗑️ Track this outreach and container tagging activity and provide these reports to the City on a monthly basis.







The complete container tagging protocol has been detailed in Exhibit D of the Agreement.

### Outreach and Education

AMR will prepare a Community Relations Plan that will provide a summary of the outreach and education materials that will be delivered to commercial customers for the year. This Community Relations Plan will be delivered to the City no later than April 1<sup>st</sup> of each year. The plan will include all necessary outreach required for commercial customers for compliance with SB 1383. This may include lid lifting and container-tagging programs, presentations, brochures, and flyers. Where necessary outreach and educational materials will be bilingual (English and Spanish).

An example of the types of programs that may be included in this plan are provided below:

- 🗑️ Outreach to each MFD complex and commercial generator to inform them of the roll-out of the new collection programs. This initial outreach should happen in collaboration with the City, so customers are aware of how the two operations are working together.
- 🗑️ Providing each MFD complex and commercial generator an appropriately sized recycling and organics container per the City approved ordinance.
- 🗑️ Visits to each multi-family complex, through a door-to-door campaign, including providing recycling bags, bilingual recycling flyers, and handouts to promote and encourage recycling.
- 🗑️ In-person visits to commercial generators during the transition to the new collection program and annually thereafter, as a base service to all customers.
- 🗑️ Provide a range outreach items, including information posted above the containers, clearly pictured heavy labels on the bins/containers, and flyers that provide information about acceptable and not acceptable items. This outreach would be multi-lingual.
- 🗑️ Waste audits to commercial businesses as needed or by customer request.

-  Customization of collection stops with bins and/or carts to right-size service and space, where American Refuse has one-pass truck collection arms that can retrieve either bins or carts, reducing wear and tear on the City streets while phasing in a program.
-  Audits of commercial accounts to ensure compliance as requested. These customer service notes will be entered into the software, where the City will be given reports that summarize these customer outreach contacts. Contamination issues would be followed up with phone calls, mail, and/or email correspondence.
-  Maintain a website that any business or resident can access for reference and information regarding pickup days, calendar, and recycling info. The website will link to the City's website where customers can retrieve information regarding the City's collection programs. Customers can also increase their services and make service requests online.
-  Zero Waste programs for commercial generators seeking to implement their corporate sustainability goals and facilitate zero waste certification.






### **Billing**

The AMR will bill customers directly for commercial solid waste services, including recyclable collection. AMR will pay the city the franchise fees, every 30 days for the previous month's services. The franchise rate is set at 10% of AMR service rates to the City.

### **Compliance and Reporting**

American Refuse will assist the City in its reporting requirements for AB 341, AB 939, AB 1594, and AB 1826. AMR tracks container-tagging, service level information, and outreach programs through our company software that is designed to capture specific data per customer and produce specialized reports. The system allows for "comments" to be added on a per customer basis, which becomes useful when collecting data for each new customer. For example, notes can be reviewed for a non-compliant customer to determine how many times they have been contacted, the form of each contact (email, phone call, or personal visit) and what additional measures have been taken to aid in diversion programs mandated by the State. Customized reports may be run, where the program can detail customer's information by service level for organics and/or recycling, as needed for the City's Annual Report.

Notably Software can:

-  Run individual data/reports per customer
-  Track all non-compliant customers for targeted outreach measures
-  Provide instant recording of customer accounts
-  Track customer's service levels for organic and recyclables
-  Export all reports into Excel for ease of electronic submission and data analysis

AMR will track all tons managed by AMR and provide the City with the recovery rates of those streams that AMR collects and manages. Using our software, AMR will ensure that tonnages collected, recycled, and/or composted, will be clearly and transparently tracked and reported to the City. These tonnages are tracked via weight tickets, where trucks cross over scales before entering each facility. These weight tickets are entered into the system by type (recyclable route, organics route, etc.). AMR tracks its own facility recycling rate by using the total outbound tonnage reports. These outbound tonnage reports are used to determine the facility's recycling rate and can be applied to the inbound weight ticket tonnage. For materials that are managed by other sites, AMR will work closely with the facility to ensure transparency so that ton-per-ton and the final destination of all products is known and reported to the City.

**Attachment “B”**

**FRANCHISE AGREEMENT  
FOR COLLECTION AND HANDLING OF  
RESIDENTIAL  
RECYCLABLE MATERIALS**

**BETWEEN THE CITY OF WASCO  
AND AMERICAN REFUSE, INC.**

**(CORE CITY)**

THIS AGREEMENT FOR THE COLLECTION AND HANDLING OF RESIDENTIAL RECYCLABLE MATERIALS (“Agreement”) is made and entered into this first day of March 2023, by and between the CITY OF WASCO, a municipal corporation of the State of California, (“CITY”), and American Refuse, a California corporation (“CONTRACTOR”). CITY and CONTRACTOR are individually referred to as “Party” and collectively referred to as the “Parties”.

**RECITALS:**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 *et. seq.*) (“AB 939”), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions to meet the goals and requirements of AB 939;

WHEREAS, the Legislature of the State of California, by enactment of subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed;

WHEREAS, CalRecycle adopted regulations in 2020 to implement SB 1383, which created 14 CCR, Division 7, Chapter 12 and amended portions of 14 CCR and 27 CCR (“SB 1383 Regulations”) to require CITY to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and CITY has chosen to expressly delegate some of its responsibilities to the CONTRACTOR, acting as CITY’s designee, and CONTRACTOR desires to take on these responsibilities;

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), CITY has determined that in order to protect the public health and safety of the residents within the identified portions of the City of Wasco, it is appropriate to provide for certain solid waste collection, processing and disposal services by a private waste hauler as an alternative to

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providing such services through public resources; and to that end has determined that an exclusive franchise be awarded to a qualified company for the handling of Residential Recyclable Materials and other related services to meet the goals and requirements of AB 939; which franchise can be appropriately integrated into and function as part of the solid waste system provided by CITY;

WHEREAS, Public Resources Code Section 40059 permits CITY to impose terms and conditions on the award of a solid waste franchise if, in the opinion of the governing body, the public health, safety and well-being require the imposition of those terms and conditions;

WHEREAS, CITY collects, processes and disposes of Non-Recyclable Residential Solid Waste and collects and processes Residential Organics using CITY resources (i.e., personnel and equipment) but desires CONTRACTOR to collect, process and market Residential Recyclable Materials (as defined herein) generated in the City;

WHEREAS, CONTRACTOR has represented and warranted to CITY that it has the experience, responsibility, and qualifications to provide for the collection, processing and marketing of Residential Recyclable Materials;

WHEREAS, the City Council of CITY has determined that CONTRACTOR, by demonstrated experience, reputation and capacity is qualified to continue to exclusively provide for the collection of Residential Recyclable Material within the identified portions of the City and to transport such material to places of processing and disposal, which may be designated in accordance with this Agreement, and CITY and CONTRACTOR desire that CONTRACTOR be engaged to perform such services on the terms and conditions set forth in this Agreement;

WHEREAS, the City Council of CITY has determined that the public health, safety and well-being of its residents require the collection, processing and marketing of Residential Recyclable Material, and the frequency of collection, the means of collection and the transportation, scope of services, charges and fees, and the location and extent of such services, be governed by and provided under an exclusive Residential Recyclable Material franchise agreement;

WHEREAS, the Parties hereto desire to enter into this Agreement for the purpose of rescinding and superseding all prior agreements and understandings between the Parties to accurately reflect the rights and obligations of CITY and CONTRACTOR solely as set forth in this Agreement; and

WHEREAS, contemporaneously herewith, the Parties are also entering into an agreement that grants CONTRACTOR an exclusive franchise for: (a) the collection, processing and marketing of Commercial Recyclable Material and Commercial Organics; and (b) the provision of Roll-Off Services for the collection of Solid Waste, Construction & Demolition Debris and Recyclable Material from Residential and Commercial Premises in the City; and

WHEREAS, the City Council of CITY further declares its intention of maintaining reasonable rates for collection, processing and disposal of Residential Recyclable Material within CITY;

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NOW, THEREFORE, in consideration of the respective and mutual covenants and promises contained and made in this Agreement, and subject to all the terms and conditions of this Agreement, the Parties agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the definitions in this Section 1 shall apply unless otherwise specifically stated. The meaning of terms or words not defined herein shall be as defined in the SB 1383 Regulations, if applicable, or as commonly understood in the solid waste collection services if not defined by the SB 1383 Regulations. When not inconsistent with the context, words used in the present tense include the future tenses, words in the plural include the singular, and words in the singular include the plural, and words used in either the masculine or feminine gender includes all genders. Unless otherwise specified herein, every reference in this Agreement to a statute or regulation means the statute or regulation, as amended, supplemented, superseded and replaced from time to time.

Affiliated Companies mean all businesses which are directly or indirectly related to CONTRACTOR by virtue of direct or indirect ownership interests or common management or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in CONTRACTOR.

Applicable Law means all law, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, or requirements of the United States, State of California, County of Kern, CITY, regional or local government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, including AB 939, that from time to time apply to or govern the services provided pursuant to this Agreement or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, and the Kern County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments thereto, unless otherwise specifically limited.

City Manager means the City Manager of CITY. The City Manager or designee is the authorized agent of CITY in enforcing the terms of this Agreement.

Construction and Demolition Waste or C&D Debris means any waste matter which is a by-product of a construction, demolition, clean-up or remodeling process, wherever occurring within the City, and is considered Solid Waste for purposes of this Agreement.

Commercial Business means all business, industrial or similar non-residential land uses, whether for-profit or nonprofit, and multifamily residential dwelling with five (5) or more units.

Container means an industry standard receptacle for disposal of residential Solid Waste, Organic Waste, and Recyclables, in a range of sizes, including approximately 96-gallon carts and 3 and 6- cubic yard bins. A Container may have wheels, has a handle for ease of movement and

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a tight-fitting lid and is designed to be dumped manually or mechanically into a Solid Waste collection vehicle.

County means Kern County.

Customer means each person or business directly receiving services from CONTRACTOR within the Franchise Area.

Disposal Facility means a facility or facilities for disposing of Refuse and/or residue from a Recycling Processing Facility, Green Waste Facility or Organic Waste Facility.

E-Waste means appliances, devices, and other objects containing electronic components, and includes (but is not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR's, televisions, printers, microwaves, and toasters.

Excluded Waste means Hazardous Waste; volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material; waste that the CONTRACTOR reasonably believes would, as a result of or upon disposal, be a violation of local, state, or federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot be disposed of in Class III landfills; waste that in CONTRACTOR's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose the CONTRACTOR or CITY to potential liability; and Special Waste.

Franchise Area means the city limits of the City, as they currently exist and as they may be expanded in the future by annexation, subject to the termination in compliance with Applicable Law of any continuation rights of a solid waste hauler other than CONTRACTOR.

Green Waste means grass clippings, leaves, prunings, tree trimmings, pine needles, weeds, branches, brush and nonhazardous wood waste.

Green Waste Facility means a facility or facilities for the controlled biological decomposition of organic wastes that have been source separated from CITY's municipal Solid Waste stream, or which have been separated at a centralized facility.

Hazardous Waste means any material, which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged or any waste which is defined or regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law, including:

a. "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code; all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Sections 25110.02, 25115, and 25117 of the California



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Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 *et seq.*, and future amendments to or recodification of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations (CCR) Sections 2521 and 2522;

b. Materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations;

c. Materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 *et seq.*, as amended, and related federal State of California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 *et seq.*;

d. Materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, as amended, and regulations promulgated thereunder; and

e. Materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste.

If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of "hazardous waste", for purposes of collection, transportation, processing and/or disposal, the broader, more expansive definition shall be employed for purposes of this Agreement. Notwithstanding any provision of this definition to the contrary, for purposes of this Agreement, Universal Waste shall not be considered Hazardous Waste.

Hazardous Waste Facility means a facility which holds all required permits and approvals for acceptance of Hazardous Waste, and which disposes of or processes Hazardous Waste in accordance with Applicable Law.

Holiday means a day officially designated as either a State holiday or Federal holiday, or both.

Municipal Code means the City of Wasco Municipal Code, as amended from time to time.

Organic Waste means food waste and food-soiled paper waste that is mixed in with food waste. "Organic Waste" includes Green Waste.

Organic Waste Facility means an organic waste recycling facility as defined in applicable regulations of the California Department of Resources Recycling and Recovery.

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Processing Facility means a facility or facilities for sorting and/or processing commingled or source separated Recyclable Materials and/or Refuse.

Rates means the fees and charges imposed on Customers as set forth in Exhibit "B", incorporated by this reference.

Reasonable Business Efforts mean those efforts a reasonably prudent businessperson would expend under the same or similar circumstances in the exercise of such person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which such person has undertaken to satisfy; provided that such person would not incur a financial loss (other than time expended or unless otherwise compensated for such efforts herein) by reason of having expended or expending such efforts.

Residential Recyclable Material mean materials which have been discarded, thrown away or abandoned by the owner or occupant of Residential Premises and that are commonly collected in residential premises recycling programs in California, including, but not limited to:

- newsprint
- corrugated material
- high-grade paper and mixed paper
- glass
- aluminum cans
- tin cans
- steel and other types of scrap metals
- PET polyethylene terephthalate containers ("PET") marked "1" as of the date hereof
- high density polyethylene containers ("HDPE") marked "2" as of the date hereof
- low density polyethylene containers ("LDPE") marked "4" as of the date hereof
- California redemption containers
- ferrous metals
- non-ferrous metals
- white paper
- mixed paper
- telephone books

This list may be decreased or expanded to include any other material for which a recycling market or process is developed, and which material is designated by CITY to constitute Residential Recyclable Material during the term of this Agreement.

Refuse shall mean Solid Waste, other than Recyclable Material, C&D Debris, Organic Waste and Green Waste to the extent other provisions of this Agreement discuss collection and disposal of such materials.

## Attachment “B”

Residential Premises means and includes all single family and duplex and multi-family residential premises with less than five separate living units.

Self-Haul means the transport of Refuse or Recyclable Materials from Residential and Commercial Premises, where the waste being generated is taken directly to an authorized Processing Facility, Composting Facility or Disposal Facility. The transport must be accomplished by the Customer or person or entity that generates the Refuse, Organic Waste or Recyclable Materials and may not be transported by a company, agent, or other third party hired for such use.

Solid Waste means and includes all forms of residential and commercial waste generated within City limits and intended for disposal. Solid Waste as defined in California Public Resources Code, Section 40191 and regulations promulgated thereunder and without limitation includes all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes. Excluded from the definition of Solid Waste are Excluded Waste, Recyclable Materials, Organics, Green Waste, and C&D Debris if other provisions of this Agreement discuss collection and disposal of such materials.

Special Waste means any waste matter which is a Hazardous Waste, or which requires special handling or processing, including those items set forth on Exhibit “C” attached to this Agreement and incorporated by this reference.

Universal Waste means any waste matter which the State of California classifies as “universal waste,” including but not limited to items and materials listed in 22 CCR Section 66261.9, as it may be amended, as well as any items listed below not classified by the State of California as “universal waste.” Universal Waste includes, but is not limited to, the following:

- E-Waste
- Batteries (except automobile batteries)
- Thermostats
- Lamps with fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and other lamps with hazardous waste characteristics
- Cathode ray tubes
- Aerosol cans
- Mercury-containing items, including light switches, pressure gauges, and thermometers
- Appliances, devices, and other objects containing electronic components, including (but not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR’s, and televisions
- Prescription and non-prescription drugs, not including controlled substances

## 2. GRANT OF EXCLUSIVE CONTRACT

As except as otherwise provided in this Agreement, CITY grants to CONTRACTOR during the term of this Agreement the exclusive right and privilege to collect and transport to a Processing Facility Residential Recyclable Materials produced, generated, kept and/or accumulated at Residential Premises within the Franchise Area as that area may exist at any time during the term of this Agreement.

### 2.1 Continuation Rights

Notwithstanding any other provision of this Agreement, CONTRACTOR's rights to collect and transport Residential Recyclable Materials shall be non-exclusive to the extent that third-party solid waste haulers have continuation rights pursuant to Public Resources Code Section 49520. Territory which is annexed to the City and included within the Franchise Area in CITY's sole discretion and for which an existing solid waste or construction debris collection and disposal franchise, agreement, license, or permit was granted by another public entity may continue to be served pursuant to such franchise, agreement, license subject to the provisions of Public Resources Code Section 49520 *et seq.*, and the provisions of this Agreement. CITY shall provide any solid waste hauler with continuation rights in an annexed area with notice of termination pursuant to Public Resources Code Section 49520 *et seq.* within six months of annexation to the Franchise Area of the territory in which the solid waste hauler has been operating.

CONTRACTOR understands and agrees that this Agreement is an exclusive franchise within the meaning of Public Resources Code Section 49520. As such, CONTRACTOR shall not be entitled to continuation rights at the termination or expiration of this Agreement.

### 2.2 Other Exceptions to Franchise

2.2.1 Excepted Services. The following services are expressly excluded from this Agreement:

(a) The collection of Solid Waste, unless and except to the extent CONTRACTOR is permitted to collect Solid Waste under CONTRACTOR's Commercial and Roll-off Services Franchise Agreement with CITY.

(b) Self-Haul of Solid Waste if and to the extent permitted in the Municipal Code. Customers cannot contract any portion of the Self Haul to any entity other than the CONTRACTOR.

(c) Recyclable Materials, Organic Materials, Solid Waste, and Bulky Items removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service; or if such contractor is providing a service which is not included in the scope of this Agreement.

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(d) The discretionary collection of Solid Waste by CITY, so long as such collection is consistent with CONTRACTOR'S Commercial and Roll-off Services Franchise Agreement with CITY.

2.2.2 Exempt Materials. The CONTRACTOR shall not have the exclusive right and privilege to collect the following materials. However, the granting of this franchise shall not preclude an owner, resident, or commercial entity from contracting for the categories of materials described below to be delivered to, collected and/or transported or disposed of by the CONTRACTOR or others, provided that nothing in this Agreement is intended to or shall be construed to excuse any person from obtaining from CITY any authorization which is otherwise required by law:

(a) Residential Recyclable Materials donated or sold by Customers to any party of their choice, so long as the Customer does not incur other changes relating to the collection, processing and/or disposal of any such Recyclable Materials.

(b) The CONTRACTOR's exclusive franchise in this Agreement shall not include governmental entities if and to the extent CITY has no legal power to include them in the exclusive franchise. The provisions of this Agreement shall not preclude or prohibit CITY or any officer or employee thereof or any employee of the County, State, or any governmental subdivisions thereof, from collecting, removing, and disposing of Solid Waste from CITY, County, or State facilities.

### 3. CONSIDERATION

#### 3.1 Franchise Fee

In consideration of this Agreement and the permit and franchise given CONTRACTOR under this Agreement, CONTRACTOR shall owe CITY, as a franchise fee, ten percent (10%) of CONTRACTOR's gross revenues from CONTRACTOR'S Residential Recyclable Material collection operations within the municipal boundaries of the City pursuant to this Agreement for each monthly period, but gross revenues shall be exclusive of payments received by CONTRACTOR or Affiliated Companies from the sale of Recyclable Material and revenue received from the disposal of Refuse that is the residual from processing of Residential Recyclable Materials ("Franchise Fee"). For purposes of this Agreement, the term "gross revenues" shall be defined to include all revenues received by CONTRACTOR minus pass-through costs incurred at disposal or processing facilities used or directed to be used. CONTRACTOR and CITY agree the Franchise Fee is a negotiated amount determined through good-faith negotiations, that is reasonably related to the value of the public right-of-way franchise rights granted to CONTRACTOR under this Agreement, including but not necessarily limited to the right granted to CONTRACTOR to deploy and maintain its vehicles, equipment, and containers in the public right-of-way. CITY may use the Franchise Fee for any lawful purpose. CITY may adjust the Franchise Fee from time to time, provided that if CITY increases the Franchise Fee, CONTRACTOR may increase its rates by the amount necessary to pass through the increase in the Franchise Fee to CONTRACTOR'S Customers.

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### **3.2     Payments in Lieu of Other Taxes**

All sums payable by CONTRACTOR to CITY under this Agreement shall be in lawful money of the United States and shall be in lieu of any license tax which might otherwise be imposed by CITY for the privilege of CONTRACTOR conducting its business under this Agreement in CITY, other than any business license tax imposed by CITY pursuant to the Municipal Code.

## **4.     CONTRACTOR RESPONSIBILITY**

CONTRACTOR agrees to perform all of its obligations under this Agreement for the term of this Agreement. CONTRACTOR shall furnish all of the labor and equipment necessary for the collection, processing and marketing of all Residential Recyclable Material subject to the terms, conditions and provisions of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services in conformance with such terms, conditions and provisions of this Agreement. CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

## **5.     TERM OF AGREEMENT**

The initial term of this Agreement shall commence as early as March 1, 2023, (the “Effective Date”), and shall expire as of 11:59 p.m. on March 31, 2033. However, upon the mutual written agreement of the Parties, the term of this Agreement may be extended for two (2) additional five-year extension terms. Either Party may request such extension term with written notice to the other Party at least one-hundred and eighty (180) days prior to the expiration of the then-current term.

## **6.     SCOPE OF SERVICES**

### **6.1     General**

CONTRACTOR shall provide Residential Recyclable Material collection, transportation, processing and disposal services within the Franchise Area in accordance with the terms of this Agreement.

CONTRACTOR shall not be required to provide such collection, transportation, processing and disposal services for Special or Hazardous Waste under this Agreement, except to the extent provided herein. CONTRACTOR may provide such services for Special or Hazardous Waste if contracted to do so by Customers under separate written contracts negotiated between CONTRACTOR and the Customer generating such Special or Hazardous Waste, provided that CONTRACTOR obtains all necessary permits and performs in accordance with Applicable Law.

CONTRACTOR shall provide all Containers to be used by Customers for the deposit of Residential Recyclable Material at its sole cost and expense; provided that, upon approval by CONTRACTOR, a Customer may provide its own compactor for such purposes. Unless otherwise approved by CITY, CONTRACTOR’s Containers shall be of the sizes set forth in the Rates.



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CONTRACTOR shall maintain all Containers in good condition and repair, except that it is the customer's responsibility to keep such Containers clean. CONTRACTOR's Containers shall be in colors as required by SB 1383 Regulations and approved by CITY. CONTRACTOR shall include a label on each container which includes text and pictorial summary of items, as required by SB 1383 Regulations and subject to CITY's reasonable approval. CONTRACTOR shall replace or repair any such Containers not in good condition at its sole cost and expense; provided, however, that if a Container is damaged or destroyed through the fault or negligence of the occupants of the Residential Premises to which it was supplied, CONTRACTOR, with CITY's written consent, may recover the costs of repair or replacement from the person who was responsible for the damage or destruction.

While engaged in activities authorized or required by this Agreement, CONTRACTOR's employees and agents shall be attired in suitable and acceptable uniforms mutually approved by CITY and CONTRACTOR. All CONTRACTOR's employees shall make collections as reasonably quiet as possible and shall avoid unnecessary disturbance. CONTRACTOR and its employees shall not trespass or loiter on Customers' property and shall use due care in entering and exiting such property, using paved walks or surfaces where practicable. CONTRACTOR shall exercise due care when handling Containers and shall not cause the Containers to be thrown or dropped during collection services. CONTRACTOR's employees shall replace Containers upright once emptied and shall clean up any Residential Recyclable Material spilled during the collection process. CONTRACTOR shall not be responsible for the cleanup of any spillage or litter not arising from the collection process.

CONTRACTOR shall be responsible for any damage to any property that is the result of the CONTRACTOR's intentional or negligent actions, CONTRACTOR's vehicles exceeding the legal maximum weight limits of the State of California, or the CONTRACTOR's negligent operation of the vehicles. CONTRACTOR shall be responsible for damage to public and private utilities, and shall repair or replace such damaged utilities, if proven, to the satisfaction of CITY, to be caused by the inattention, carelessness, or negligence of CONTRACTOR.

CONTRACTOR shall be responsible for damage to public and private utilities and property and shall repair or replace such damaged utilities or property, if proven, to the satisfaction of CITY, to be caused by the inattention, carelessness, or negligence of CONTRACTOR.

The Parties acknowledge that despite CONTRACTOR'S best efforts, non-recyclable materials will be commingled with Residential Recyclable Materials and, therefore, non-recyclable residual materials will remain after the Processing of Residential Recyclable Materials. CONTRACTOR shall ensure that such residual materials shall be disposed of at a permitted municipal solid waste landfill.

CITY reserves the right to construct any improvement or to permit construction in any street or alley which may have the incidental effect of preventing CONTRACTOR from driving an established collection route, in which event CONTRACTOR will adjust its route without cost adjustment therefor. Any route changes proposed by CONTRACTOR shall be submitted, in writing, for CITY approval at least sixty (60) days prior to the proposed date of implementation.

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CONTRACTOR shall implement such route changes so that no Customer is left without collection services for more than six days. CITY reserves the right to conduct audits of CONTRACTOR's collection routes. Upon request, CONTRACTOR shall provide CITY with route maps detailing all collection routes.

### 6.2 Residential Recyclable Material Collection Service

6.2.1 Recycling Service. For Customers receiving Residential Recyclable Material collection service, CONTRACTOR shall, as frequently as negotiated with Customer but in no event less than once every other week, collect the Recyclables which have been placed, kept or accumulated in Recycling Containers placed at designated collection location at Residential Premises. Customers or owners shall be billed at the Rates allowed by this Agreement. Following collection of Recyclables from a Container, CONTRACTOR shall return the Container to its location with the lid closed.

6.2.2 Bulky Waste Events. Pursuant to the separate Commercial Organics and Recyclable Material Collection and Roll-Off Services contract between CONTRACTOR and CITY, CONTRACTOR shall provide for the collection of Solid Waste, Organics and/or Recyclable Materials, as requested in at least two weeks advance written notice by CITY, at two public drop-off events at no additional cost to CITY host a minimum of two public drop-off events within the Franchise service area, with one Spring event in either March or April, and one Fall event in either September or October. All events shall occur on a Saturday and occur for at each four hours between the hours of 9:00 a.m. and 4:00 p.m. or other schedule acceptable to CITY. All events must occur within City limits.

6.2.3 Hours of Collection. Collection service at Residential Premises may not start earlier than 6:00 a.m. or continue after 7:00 p.m., except as is specifically approved in writing by the City Manager or his designee.

6.2.4 Commingling Materials. At a minimum, the following protocols shall apply when in the event a Customer commingles Refuse, Organic Waste or Green Waste with Residential Recyclable Material for collection. From time to time, and with approval by the City, this minimum standard may be updated and can be found in Exhibit D.

(a) Recordkeeping. The driver or other CONTRACTOR representative shall record each event in a written log or in the on-board computer system including date, time, Customer's address, type of Container and maintain photographic evidence, when possible.

(b) Non-Collection Notices. CONTRACTOR shall provide the Customer a non-collection notice. The non-collection notification shall: (i) inform the Customer of the observed presence of prohibited commingling of materials; (ii) include information on the Customer's requirement to properly separate materials into the appropriate Containers; (iii) inform the Customer of the non-collection of the contaminated materials on this occasion with information that for consecutive instances, CONTRACTOR may assess contamination processing fees; and (iv) CONTRACTOR may include photographic evidence. CONTRACTOR shall leave the

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courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, may deliver the notice by mail, e-mail, text message, or other electronic message. The container will be left behind until the Customer has corrected the contamination. Should the Customer request the container be collected before the next schedule collection, CONTRACTOR may impose a go-back fee as specified in Exhibit "A" schedule of Rates," or as those rates may be amended by resolution of the City Council.

(c) Notice of Assessment of Contamination Processing Fees. If CONTRACTOR observes prohibited commingling on more than two occasions and issued non-collection notices on each of those occasions, CONTRACTOR may impose a contamination processing fee as specified in Exhibit "A" schedule of Rates," or as those rates may be amended by resolution of the City Council.

(d) CONTRACTOR shall notify CITY in its monthly report of Customers for which contamination Processing fees were assessed. CONTRACTOR shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, deliver the notice by mail, e-mail, text message, or other electronic message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by CITY.

(e) Disposal of Contaminated Materials. If CONTRACTOR observes prohibited commingling of materials, CONTRACTOR may Dispose of the Container's contents, provided CONTRACTOR complies with the noticing requirements above.

### 6.3 Diversion

6.3.1 No Commingling. CONTRACTOR shall not commingle, in the vehicles or otherwise, any Refuse with any Recyclable Materials or Organic Waste, or any Refuse, Recyclable Materials or Organic Waste with each other when collected by CONTRACTOR, unless otherwise specifically authorized in writing by CITY. CONTRACTOR shall not be deemed to have violated this Section where such materials were commingled prior to collection by CONTRACTOR.

#### 6.3.2 Processing

(a) Facility Selection. CONTRACTOR shall transport and deliver all Residential Recyclable Material collected within the City to a Processing Facility. CONTRACTOR shall designate the Processing Facility for Residential Recyclable Material, subject to CITY's approval, which shall not be unreasonably withheld. If public health, safety and/or fiscal interest require, or compliance with Applicable Law necessitates, CITY may designate an alternate Facility at any time during the term of this Agreement. Prior to designating an alternative Facility, CITY shall give CONTRACTOR at least ninety (90) days advance written notification of its intention to do so, except in cases of emergency resulting in an imminent threat to public health and safety. As to any alternate Facility designation by CITY which results in increased expense to

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CONTRACTOR, CONTRACTOR shall be entitled to recover through a corresponding rate adjustment the full amount of the additional expense. In that event, the rate adjustment shall be implemented no later than thirty (30) days from the effective date of the designation and shall be applied retroactive to the date the CONTRACTOR commenced use of the alternative Facility. Notwithstanding the foregoing, CONTRACTOR shall not be entitled to a rate increase following CITY's exercise of any alternative Facility designation rights hereunder where CITY's decision to designate an alternative Facility results solely from the closure of a Facility owned and operated by CONTRACTOR.

(b) Weighing and Record Requirements. CONTRACTOR shall ensure that, at a minimum, all materials shall be weighed upon delivery to a Processing Facility and all weight and related delivery information recorded. CONTRACTOR shall make arrangements with the Processing Facility to allow CITY to review, during such facility's normal operating hours, any recordings or video of tipping taken by others at the Facility. CONTRACTOR shall ensure that all scales shall be weigh master certified and regularly maintained to ensure reliability and continued functioning.

(c) Recyclable Materials Specifications. CITY is not responsible for the quality of Recyclable Materials delivered to or rejected by the Processing Facility. CITY makes no warranty, either express or implied, with respect to the Recyclable Materials, including but not limited to warranties of merchantability and fitness for a particular purpose.

(d) Disposal of Residue. CONTRACTOR shall dispose of any and all residue remaining from the processing of Recyclable Materials and any non-processable materials in accordance with Applicable Law.

6.3.3 Marketing. CONTRACTOR shall market all Recyclables collected within the City to provide for the maximum waste diversion.

6.3.4 AB 341, AB 1826 & SB 1383 Compliance. CONTRACTOR shall cooperate with CITY in enforcing mandatory Residential Recycling required by Applicable Law. CONTRACTOR shall provide any notices or information reasonably requested by CITY in enforcement of such requirements.

### 6.4 Anti-Scavenging Laws

CONTRACTOR shall cooperate with CITY in enforcing anti-scavenging laws.

### 6.5 Collection on Holidays

If the day of collection on any given route falls on a Holiday or a day on which the Disposal Facility utilized by CONTRACTOR is closed, CONTRACTOR may provide collection service for such route on the next workday following such holiday or Disposal Facility closure day or shall provide such collection service on such Holiday or Disposal Facility closure day, except that CONTRACTOR shall never provide collection service (unless in case of emergency where such pickup is

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authorized by CITY) on New Year's Day, Thanksgiving Day or Christmas Day, with the exception of those Customers requesting service on an as-needed basis. At CONTRACTOR'S option, CONTRACTOR may elect not to provide service on any Federal Holiday, including Memorial Day, the Fourth of July, Veterans Day, and Labor Day, so long as CONTRACTOR completes all routes missed on the Holiday before the following weekend. CONTRACTOR shall give at least 15 days' advance notice to all of its Customers of all upcoming Holidays.

### 7. OTHER SERVICES OF CONTRACTOR

#### 7.1 Co-Operation

CONTRACTOR shall cooperate with CITY on any and all customary and reasonable waste composition studies, and as required by SB 1383 Regulations or other applicable laws.

#### 7.2 Hazardous Waste

CONTRACTOR shall use Reasonable Business Efforts to ensure the delivery of Hazardous Waste to a Hazardous Waste Facility, and to screen, identify and prevent against the disposal of Hazardous Wastes at any Processing Facility or Disposal Facility used by CONTRACTOR under this Agreement. If CONTRACTOR inadvertently delivers materials to any Processing Facility or Disposal Facility which comprise Hazardous Waste and CONTRACTOR cannot or fails to remove it, CONTRACTOR shall arrange for its proper disposal in accordance with Applicable Law. CONTRACTOR shall use Reasonable Business Efforts to recover the costs of such disposal from the Customer which generated such Hazardous Waste, if the Customer can be identified, and charge such cost to such Customer. If CONTRACTOR delivers Hazardous Waste to any Processing Facility or Disposal Facility, CONTRACTOR shall promptly notify CITY, the local fire department, and the Kern County Health Department, providing the name, address, and telephone number of the collector and the facility or premises from which the Hazardous Waste was collected, the type and quantity of the Hazardous Waste, and the location and method of final disposition of Hazardous Waste.

#### 7.3 Reserved

#### 7.4 Notification of New Services

CONTRACTOR shall use Reasonable Business Efforts to ensure that Customers are informed in a timely manner about new service programs or the introduction of new elements in services required by the CONTRACTOR and approved by CITY. CONTRACTOR shall inform Customers of such changes through a public awareness plan, which shall include direct mailings and/or local advertising, prior to the implementation of such changes.

#### 7.5 Community Relations Plan

CONTRACTOR shall use Reasonable Business Efforts to outreach and educate the public on the importance of recycling and separating Solid Waste in order to achieve maximum waste diversion. CONTRACTOR shall develop and implement a program of educational presentations

## Attachment "B"

and materials concerning the importance of recycling and diversion, proper techniques for Solid Waste disposal and recycling, and options for the disposal of Hazardous Waste. All community relations and promotional materials and related news releases shall be developed at CONTRACTOR's sole cost and expense. An updated educational and marketing program shall be prepared for each fiscal year, and submitted to CITY's City Manager no later than April 1<sup>st</sup>. The program for the 2022-23 fiscal year shall be submitted to CITY's City Manager within sixty (60) days after the date this Agreement is approved by CITY. CONTRACTOR's obligation under this section shall be in addition to any community outreach required by SB 1383 Regulations.

### 8. BILLING, PAYMENTS AND RATES

#### 8.1 Direct Billing by City

CITY shall bill Customers monthly for the rates listed in Exhibit "A" plus applicable Franchise Fees for completed services provided by CONTRACTOR. Revenues collected by CITY shall be paid to CONTRACTOR minus the Franchise Fee within 30 days of the billing due date to Customers for past services provided by CONTRACTOR. CITY will bill Residents every month and will employ all reasonable and legal means to collect CONTRACTOR'S bills from CITY residents and will remit all gross revenues received by CITY for CONTRACTOR'S services less CITY's Franchise Fee. Should a Resident not pay CITY's entire bill for solid waste and recycling services, CITY will remit to CONTRACTOR a *pro rata* portion of revenues received by CITY for the bill in question reflecting CONTRACTOR'S portion of the bill. Should a Resident become more than ninety (90) days delinquent in payment from the date of the bill, CITY shall initiate collection efforts, which may include phone calls, letters and, with CONTRACTOR'S consent, assignment of the delinquent bill to a collection agency. The CITY shall require that the owners of any leased premises be responsible for payment of waste collection services at all Residential Premises.

In addition, at CONTRACTOR'S request, CITY may seek, in its reasonable discretion, to impose a refuse lien as part of the real property tax bill on any real property located in the City's limits where the owner of such real property or his/her/its tenant has bills for solid waste collection and disposal services (including delinquent bills for services rendered by CONTRACTOR for the collection of Residential Recyclable Materials) that are more than one hundred twenty (120) days overdue from the billing date.

#### 8.2 Rates

The CITY shall collect revenues from Rates allowed by this Agreement for all services provided under this Agreement. In the event that a service does not include a Rate in Exhibit "A", CONTRACTOR shall not provide such service until a Rate is established by CITY. CONTRACTOR understands and agrees that any new Rate may require CITY to comply with Proposition 218 and other applicable law. Should CITY delay the requisite Proposition 218 notice or hold any related public hearings so that the rate increase cannot go into effect by the January 1<sup>st</sup> adjustment date, CITY shall adjust the proposed rate to compensate the CONTRACTOR for any such delay.



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### 8.2.1 Annual Adjustment

In addition to other increases as provided herein, the maximum Rates may be adjusted up or down, using the methodology specifically set forth in Exhibit "C" in establishing rates charged by CONTRACTOR for solid waste services provided. The first consideration for an annual increase will take place for the fiscal year commencing July 1, 2024. CONTRACTOR shall make each request by February 1 of each year and shall submit detailed information with each request to substantiate its claimed cost increases. CITY may reasonably request additional information from CONTRACTOR. Subject to the limits contained in this paragraph, CITY may grant the adjustment if it finds that CONTRACTOR's costs have increased by the amount indicated, and that CONTRACTOR is in compliance with every term of this Agreement. A grant of a rate adjustment shall be by resolution or ordinance following a public hearing concerning the proposed increase. No adjustment granted by CITY shall exceed five percent (5%); provided, however, that if the rate adjustment determined pursuant to this Agreement exceeds five percent (5%) in any given rate year and is limited to five percent (5%) by CITY, and the following years' rate adjustment is less than five percent (5%), CITY shall carry forward the disallowed excess percentage rate increase over the 5% limit from the prior year and add it to the following year's rate adjustment percentage, up to the 5% limit.

The effective date of each annual adjustment granted by CITY shall be July 1, unless CITY requires more time to evaluate the information provided by CONTRACTOR. However, CONTRACTOR understands and agrees that CITY may be required to comply with Proposition 218 and other applicable law granting rate increases. Should CITY delay the requisite Proposition 218 notice or hold any public hearings so that the rate increase cannot go into effect by the July 1<sup>st</sup> adjustment date, CITY shall adjust the proposed rate to compensate the CONTRACTOR for any such delay.

CITY shall not be in breach of this Agreement if its residents lawfully delay or prevent CITY from raising or imposing the rates. In such event, CITY and CONTRACTOR shall meet in good faith to consider alternatives and options, which may include a reduction in CONTRACTOR'S services or permitting CONTRACTOR to terminate the Agreement without cause.

### 8.2.1 Special Rate Increase

CONTRACTOR shall be allowed to present to CITY a request for rate change due to unforeseen circumstances, which affects the costs of services provided the circumstances are beyond CONTRACTOR's control. Any rate change will require CITY review and approval, which shall not be unreasonably withheld. Examples include substantial changes in law/regulations, fuel costs above normal market fluctuations (since CPI is only influenced partially by fuel costs), general costs above normal CPI changes, labor costs/insurance costs, changes in recycling markets etc. If CITY is unable to or does not grant CONTRACTOR'S request for a special rate adjustment that is reasonably justified, CITY and CONTRACTOR shall meet in good faith to consider a reduction in CONTRACTOR'S services or permitting CONTRACTOR to terminate the Agreement without cause.

## 9. COLLECTION EQUIPMENT AND PRACTICES

### 9.1 Number and Maintenance of Vehicles

CONTRACTOR shall provide an adequate number of vehicles and equipment for the collection, disposal and transportation services for which CONTRACTOR is responsible under this Agreement. All vehicles shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean, safe, and in good repair, shall keep all collected materials covered during transportation. Such vehicles shall be kept and maintained free from any leaks, including, without limitation, leaks of hydraulic oil, brake fluid, engine oil, fuel, or transmission fluid. CONTRACTOR's name, phone number and vehicle number shall be visibly displayed on its vehicles in letters and figures no less than four inches (3") high.

### 9.2 Alternative-Fuel Vehicles

In providing services under this Agreement, CONTRACTOR shall comply in all respects with: (i) any applicable rule or regulation of the San Joaquin Valley Unified Air Pollution Control District; (ii) the "Final Regulation Order" adopted by the California Air Resources Board regarding diesel particulate matter control measures for solid waste collection vehicles, including all implementing regulations, as they may be amended; and (iii) all other applicable rules, statutes, orders, or other forms of mandate issued or adopted by a government agency with jurisdiction over air quality. Upon request from CITY, CONTRACTOR shall provide records of all collection vehicles in service in the City, including fuel source and engine and chassis numbers. In addition to any indemnification obligations set forth elsewhere in this Agreement, CONTRACTOR shall defend, indemnify, and hold harmless CITY against any fines, penalties, losses, or claims arising out of CONTRACTOR's failure to comply with this paragraph.

### 9.3 Clean Collection Practices

CONTRACTOR shall not cause or permit the private property or CITY streets or property to be littered with trash or other debris because of CONTRACTOR's activities under this Agreement. CONTRACTOR shall clean up any such trash or debris in the immediate vicinity of any Container and/or storage area that results from collection services under this Agreement. In the event of repeated litter not caused by CONTRACTOR directly, CONTRACTOR shall first notify the Customer and, if litter continues, CONTRACTOR may request CITY's assistance to rectify the situation.

## 10. PUBLIC ACCESS TO CONTRACTOR

### 10.1 Local Office and Regular Hours

CONTRACTOR'S office hours shall be, at a minimum, from 8 a.m. to 4 p.m. Monday through Friday, except Holidays. A representative of CONTRACTOR shall be available during office hours for communication with the public at CONTRACTOR'S principal office. The representative shall, at a minimum, provide route maps and service information to the public. CONTRACTOR

## Attachment "B"

shall also maintain an automated customer service telephone number for use during other than normal business hours. CONTRACTOR shall respond to customer phone calls within one (1) business day.

### 10.2 Service Complaints and Dispute Resolution

CONTRACTOR shall record all complaints received (including date, name, address and nature of complaint). CONTRACTOR shall make all such records available for inspection by the City Manager or his designee during normal business hours, upon demand by the City Manager. CONTRACTOR agrees to use its best efforts to resolve all such complaints within the business day next following the date on which such complaint is received.

CONTRACTOR shall document the action taken or other disposition made of each complaint. Such report shall be provided to CITY within forty-eight hours of a request.

If CONTRACTOR misses a scheduled pickup, it shall provide a special pickup within twenty-four (24) hours (Sundays and Holidays excepted) of notice thereof to CONTRACTOR at no charge to Customer or CITY.

The Customer making the complaint may appeal CONTRACTOR's resolution to the City Manager within 30 days of the initial complaint. CONTRACTOR shall promptly make this appeal right known to the Customer making complaints. The City Manager shall make a determination within 7 days of receiving the appeal and provide a written copy of the resolution to CONTRACTOR and the Customer appealing CONTRACTOR's complaint resolution.

In the event that the City Manager determines that CONTRACTOR has failed to render performance in accordance with the requirements of this Agreement, he or she may assess damages against CONTRACTOR and reduce payment otherwise due to CONTRACTOR accordingly. CONTRACTOR shall in all cases be given a reasonable opportunity to remedy the defect in performance prior to such assessment of damages.

### 10.3 Customer Information

CONTRACTOR shall not market, sell, convey, donate or disclose to any person or entity any list with the names or addresses of Customers or information regarding the composition or content of Customers' waste unless authorized or required by Applicable Law, CITY or a court of competent jurisdiction.

## 11. **OWNERSHIP OF RESIDENTIAL RECYCLABLE MATERIAL**

All Residential Recyclable Material collected pursuant to this Agreement shall be the property of the Customer until placed in a Container for collection pursuant to this Agreement. Except as provided in the next paragraph, ownership of the Residential Recyclable Material shall transfer to CONTRACTOR once it is deposited in Containers set out at the collection point, or CONTRACTOR's vehicles. CONTRACTOR is granted the right to collect, transport, process, recover, recycle, retain, market, dispose of or otherwise use any such Residential Recyclable Material, or

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any part thereof, in any fashion, and retain all benefits or profits resulting therefrom. All Residential Recyclable Material shall be collected, transported, and disposed of in accordance with federal, state and local law.

In consideration of the foregoing provisions with respect to ownership of Residential Recyclable Material, CONTRACTOR shall maintain all records required by state and federal law regarding source generation, recycling and disposal of said materials, and in a form acceptable to CITY, and shall provide same to CITY upon request, but not less than once per year.

### **12. INSURANCE, INDEMNIFICATION AND PERFORMANCE BOND**

#### **12.1 Indemnification of CITY**

**12.1.1 General Indemnification of CITY.** CONTRACTOR agrees that it shall indemnify and hold harmless CITY, its officers, officials, employees, agents, assigns and any successor or successors to CITY's interest, from and against any and all loss, liability, penalties, claims, demands, actions or suits, of every kind and description, whether or not involving a third party claim, to the extent arising or resulting from: (i) the alleged acts or omissions of CONTRACTOR in performance of this Agreement or non-performance of any obligation or duty of CONTRACTOR under this Agreement or under applicable law; (ii) the failure of CONTRACTOR, its agents, employees and/or subcontractors, to comply in all respects with the provisions and requirements of this Agreement; (iii) any breach of any representation or warranty of CONTRACTOR contained in this Agreement; and (iv) any breach or violation of any covenant or other obligation or duty of CONTRACTOR under this Agreement or under Applicable Law. CONTRACTOR shall, upon demand of CITY, at CONTRACTOR'S sole cost and expense, defend with an attorney chosen by CONTRACTOR, and reasonably acceptable to CITY, to defend CITY, its officers and/or employees against any and all claims, actions or suits in any legal proceedings, (whether judicial, quasi-judicial, administrative or legislative in nature) brought against CITY, its officers and/or employees arising or resulting from those situations described in (i) and (ii) above. The indemnification and defense provided for under this section shall not be construed to limit the indemnity and defense set forth in the following subsection. This subsection shall survive the expiration of the period during which collection services are to be provided under this Agreement.

**12.1.2 Indemnification of CITY Related to Waste Diversion Requirements.** To the extent permitted by Public Resources Code Section 40059.1, and to the extent noncompliance is caused by CONTRACTOR's breach of or noncompliance with a provision of this Agreement, CONTRACTOR agrees to protect and defend CITY, with counsel selected by CONTRACTOR, and reasonably acceptable to CITY, and to indemnify and hold harmless CITY from and against all fines or penalties imposed by the California Department of Resources Recycling and Recovery if the diversion goals specified in the Public Resources Code are not met by CITY with respect to the Residential Recyclable Material collected by CONTRACTOR under this Agreement. Upon receipt from the California Department of Resources Recycling and Recovery of a stipulated order of noncompliance with the diversion goals, which is caused by CONTRACTOR's breach of or noncompliance with a provision of this Agreement, CITY may require CONTRACTOR to provide a

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performance bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) until such time as compliance is attained.

If CITY finds that additional programs are necessary to meet any required diversion goals, CITY may require, or CONTRACTOR may submit to CITY proposals for additional diversion programs to meet the diversion requirements. If necessary, CITY and CONTRACTOR shall enter into good faith negotiations, but if agreement regarding programs and/or rate adjustments cannot be reached, the matter shall be referred for non-binding mediation as set forth herein. If CITY and CONTRACTOR cannot reach agreement regarding programs and/or rate adjustments in order to meet required diversion goals through mediation, either CITY or CONTRACTOR may, within 90 days of the CONTRACTOR'S submission of a proposal to CITY, refer the matter for binding arbitration to be resolved by an independent arbitrator mutually selected by CITY and CONTRACTOR, the costs of which shall be borne equally by CITY and CONTRACTOR. Both Parties shall, in good faith and in writing, promptly provide the independent mediator or arbitrator with any and all information and documentation required or requested by the independent arbitrator in order to make its determination. The independent arbitrator shall make its determination based on the submissions of the Parties, the provisions of this Agreement, its experience with similar services and disputes, and other factual determinations it may make regarding the matter in dispute. Such determination shall be made within thirty (30) days following the conclusion of the arbitration hearing unless the Parties agree to a later date or ninety (90) days after the referral, whichever is sooner, and shall be binding upon the Parties as though made a lawful amendment to this Agreement.

12.1.3 Hazardous Waste Indemnification of CITY. CONTRACTOR shall indemnify, defend with counsel selected by CONTRACTOR and reasonably approved by CITY, protect and hold harmless CITY from and against all claims, actions, damages or liabilities paid, incurred or suffered by, or asserted against, CITY arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where CONTRACTOR delivers, stores, processes, recycles, composts or disposes of materials or wastes to the extent that such liabilities are caused by CONTRACTOR'S negligence or willful misconduct. Nothing in this Section shall be construed to require CONTRACTOR to indemnify CITY for liabilities caused by the sole negligence of CITY

12.1.4 Environmental Indemnification of CITY. CONTRACTOR shall indemnify, defend with an attorney selected by CONTRACTOR and reasonably approved by CITY, and protect and hold harmless CITY, its officers, officials, employees, agents, assigns and any successor or successors to CITY'S interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, CITY or its officers, employees

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or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where CONTRACTOR transports or temporarily stores Residential Recyclable Materials prior to delivery to the Processing Facility. The foregoing indemnity is intended to and shall be construed to operate as an agreement pursuant to Section 107(c) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify CITY from liability.

**12.1.5 Limitations; Conflicts; Survival.** No indemnity or defense obligation of CONTRACTOR under this Agreement shall apply to any claims, costs, or damages to the extent arising out of the active negligence or willful misconduct of CITY, its agents, employees, officers and contractors. CONTRACTOR'S indemnity and defense obligations under this Agreement shall not be limited by insurance proceeds, if any. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise reasonably find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay CITY any final judgment rendered against CITY Indemnitees. It is expressly understood and agreed that CONTRACTOR's indemnity and defense obligations under this Agreement are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

### 12.2 Insurance

CONTRACTOR shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to CITY.

**12.2.1 Commercial General Liability Insurance.** CONTRACTOR shall maintain time of occurrence based commercial general liability insurance or equivalent form with a combined single limit of not less than \$2,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or be no less than two times the occurrence limit. Such insurance shall:

(a) Name CITY, its officials, officers, employees, agents, and consultants, as insureds with respect to performance of services under this Agreement. Such insured status shall contain no special limitations on the scope of its protection to the above listed insureds.

(b) Be primary with respect to any insurance or self-insurance programs covering CITY, its officials, officers, employees, agents, and consultants.

(c) Contain standard separation of insureds provisions.



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12.2.2 Business Automobile Liability Insurance. CONTRACTOR shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$2,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

12.2.3 Workers' Compensation Insurance. CONTRACTOR shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.

12.2.4 Pollution Control Insurance. CONTRACTOR shall purchase and maintain in force for the duration of the Agreement term insurance for pollution legal liability applicable to bodily injury; property damage, cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the transporter's activity under this Agreement. Coverage shall be maintained in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000 for claims arising within the City. If coverage is written on a claims-made basis, the CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three years beginning from the time that work under this Agreement is completed.

### 12.2.5 Certificates/Insurer Rating/Cancellation Notice.

(a) CONTRACTOR shall, prior to commencement of services under this Agreement, furnish to CITY properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by CITY, which shall clearly evidence all insurance required in this Section. CONTRACTOR shall not allow such insurance to be canceled or be materially reduced in coverage except on 30 days' prior written notice to CITY.

(b) CONTRACTOR shall maintain such insurance from the time the services under this Agreement commence until the services are completed, except as may be otherwise required by this Section.

(c) CONTRACTOR shall place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

(d) CONTRACTOR shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the services.

### 12.3 Rights of Subrogation

All required insurance policies must preclude any underwriter's rights of recovery or subrogation against CITY with respect to matters related to CONTRACTOR's performance of its obligations under this Agreement, with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses

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covered by the above-described insurance. CONTRACTOR must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which CITY is named as an additional insured will not apply to CITY.

### 12.4 Performance Bond

Prior to execution of this Agreement, CONTRACTOR shall deposit with CITY either a letter of credit or a performance bond (collectively referred to as the "Performance Bond") in the amount of \$50,000. The Performance Bond shall serve as security for the faithful performance of CONTRACTOR of all of the provisions and obligations of this Agreement. The Performance Bond shall contain terms acceptable to CITY. If CONTRACTOR deposits a letter of credit with CITY, interest, if any, relating to any cash deposits that may exist with regard to that letter of credit shall accrue to CONTRACTOR.

## 13. **TERMINATION AND OTHER REMEDIES**

### 13.1 Termination

CITY may, by written notice to CONTRACTOR, elect to terminate the whole or any part of this Agreement at any time as a result of a material breach of this Agreement by CONTRACTOR by giving written notice to CONTRACTOR of such termination and describing in detail the material breach, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon receipt of a notice of termination, CONTRACTOR shall have sixty (60) days to cure or correct the material breach of this Agreement noted by CITY. During the 60-day cure period, CONTRACTOR shall have the right to a hearing before the City Council to discuss the alleged violation and proposed termination, provided that the CONTRACTOR'S request for a hearing is made in sufficient time to schedule a hearing at a regular meeting of the City Council falling within the 60-day cure period.

If the violation has not been cured or corrected within the 60-day cure period, CITY may proceed with the termination of this Agreement on the noticed date. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to CITY, and CONTRACTOR shall be entitled to no further compensation. Upon termination, CITY shall be entitled to damages caused by such violation and the resulting termination, including, but not limited to the liquidated damages provided for in Section 14 of this Agreement. Notwithstanding the 90-day pre-termination notice requirement described above, if, in CITY's determination (which determination may be made in the sole and absolute discretion of CITY), the violation endangers public health, safety or welfare, termination may be effective immediately.

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### 13.2 Remedies Not Exclusive

The rights and remedies of CITY under this Agreement, including the right to make a claim under the Performance Bond deposited with CITY by CONTRACTOR for reimbursement of any costs borne or damages incurred by CITY as a result of a default by CONTRACTOR under this Agreement and the right to perform during an emergency, shall be in addition to any and all other rights and privileges CITY may have, and shall not be deemed to limit any such other rights or privileges of CITY under this Agreement or by virtue of any law.

### 13.3 Procurement of Services Following Termination

In the event this Agreement is terminated in whole or in part as provided in this Section, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## 14. **LIQUIDATED DAMAGES**

### 14.1 General

CITY finds, and CONTRACTOR agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by CITY as a result of a breach by CONTRACTOR of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that franchised services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

### 14.2 Performance Standards; Liquidated Damages for Failure to Meet Standards

The Parties further acknowledge that consistent, reliable Residential Recyclable Material collection service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR's representations as to its quality-of-service commitment in awarding the Franchise to it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if CONTRACTOR fails to achieve the performance standards or fails to submit required documents in a timely manner, CITY and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which CITY will suffer. Therefore, without prejudice to CITY's right to treat

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such non-performance as an event of default, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to CITY that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

CONTRACTOR  
Initial Here

CITY  
Initial Here

CONTRACTOR agrees to pay to CITY (as liquidated damages and not as a penalty) the sum of One Hundred Dollars (\$100) for each occurrence of any of the following breaches by CONTRACTOR of its obligations under this Agreement if CONTRACTOR fails to remedy such breach or breaches within seventy-two hours of its receipt of notice from CITY of such breach or breaches:

- Failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments.
- Spill or leakage of oil, hydraulic fluid, coolant, or fluid from any collection vehicle used by CONTRACTOR in the performance of solid waste collection services under this Agreement which causes a stain of 0.5 square feet or greater.

CONTRACTOR agrees to pay to CITY (as liquidated damages and not as a penalty) the sum of Two Hundred Dollars (\$200) for each occurrence of any of the following breaches by CONTRACTOR of its obligations under this Agreement if CONTRACTOR fails to correct such breach or breaches within one calendar month of its receipt of notice from CITY of such breach or breaches:

- Excessive noise.
- Discourteous behavior to a Customer.

CONTRACTOR agrees to pay to CITY (as liquidated damages and not as a penalty) the sum of Two Hundred Dollars (\$200) for each occurrence of any of the following breaches by CONTRACTOR of its obligations under this Agreement within seventy-two hours of its receipt of notice from CITY of such breach or breaches:

- Failure to commence service to a new Customer within seven (7) days after receipt of the order.
- Failure to collect Residential Recyclable Material which has been properly set out (i.e., not overfilled or contaminated) for collection within 24 hours of the scheduled collection day after CONTRACTOR'S receipt of notice of the missed collection.
- Collecting Residential Recyclable Material outside of normal collection hours.

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### 14.3 Procedure for Assessment of Liquidated Damages

CITY may assess liquidated damages for each calendar day or event, as appropriate, that CONTRACTOR is determined to be liable in accordance with this Agreement. Prior to assessing liquidated damages, CITY shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the violation or incident of non-performance. CONTRACTOR may review (and make copies at its own expense) all information in the possession of CITY relating to the violation or incident of non-performance. CONTRACTOR may, within ten (10) days after receiving the notice, request a meeting with CITY. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the violation or incident of non-performance. CITY will provide CONTRACTOR with a written explanation of its determination as to each violation or incident of non-performance prior to authorizing the assessment of liquidated damages. The decision of CITY shall be final, subject to CONTRACTOR'S right to appeal the decision to the City Council within thirty (30) of the decision.

### 14.4 Timing of Payment

CONTRACTOR shall pay any liquidated damages assessed by CITY within thirty (30) days after they are assessed. If they are not paid within the thirty (30) day period, CITY may proceed against the performance bond required by the Agreement or order the termination of the Franchise granted by this Agreement, or both.

## 15. GENERAL PROVISIONS

### 15.1 Force Majeure

CONTRACTOR shall not be in default under this Agreement in the event that the collection, transportation, processing and/or disposal services of CONTRACTOR are temporarily interrupted or discontinued for any of the following reasons: riots, wars, civil disturbances, insurrections, epidemics, hurricanes, earthquakes, floods, acts of God, government orders and regulations, or other similar catastrophic events which are beyond the reasonable control of CONTRACTOR. It is specifically understood that "other catastrophic events" include strikes, lockouts and other labor disturbances. When any of these events interrupt collection, transportation, processing and/or disposal of Residential Recyclable Material by CONTRACTOR as required under this Agreement, CITY may elect to exercise its rights under Section 13.

### 15.2 Independent Contractor

It is expressly understood and agreed that CONTRACTOR shall perform all work and services described as an independent contractor and not as an officer, agent, servant or employee of CITY; that CONTRACTOR shall have the exclusive control over the details of the services and work performed hereunder and all persons performing the same; that CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any; and that nothing shall be construed as creating a partnership or joint venture between CITY and CONTRACTOR. Neither CONTRACTOR nor its

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officers, employees, agents or subcontractors shall obtain any rights to retirement benefits, workers' compensation benefits or any other benefits which accrue to CITY employees.

### 15.3 Law to Govern; Venue

It is understood and agreed by the Parties that the law of the State of California shall govern the interpretation of this Agreement. The Parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement must be filed and maintained exclusively in the Superior Courts of Kern County, State of California, or in the United States District Court for the Eastern District of California to the fullest extent permissible by law. Each Party consents to service of process in any manner authorized by California law.

### 15.4 Fees and Gratuities

CONTRACTOR shall not, nor shall it permit any agent, employee or subcontractor employed by it to request, solicit, or demand either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement. CONTRACTOR shall not, nor shall it permit any agent, employee or subcontractor employed by it to accept any monetary compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement.

### 15.5 Amendment

Except as may otherwise be specifically provided in this Agreement, this Agreement may be amended or modified only by a written agreement duly authorized and executed by both CITY and CONTRACTOR.

### 15.6 Assignment and Transferability; Subcontracting

Except as provided in Section 16.5, this Agreement is not assignable or transferable in whole or in part by CONTRACTOR, voluntarily, involuntarily, or by operation of law or otherwise except by written amendment to this Agreement signed by both Parties. In addition, the services to be performed by CONTRACTOR pursuant to this Agreement shall not be subcontracted to any third party without the written consent of CITY. Any request made to CITY by CONTRACTOR for approval of an assignment or transfer of this Agreement shall be accompanied by a non-refundable deposit in the amount of \$10,000 to cover CITY's costs, including attorneys' fees, in evaluating the proposed assignee or transferee and the potential benefit or detriment to CITY of the proposed assignment or transfer.

The sale, transfer, assignment or hypothecation of a majority ownership interest in CONTRACTOR after the Effective Date of this Agreement, including a cumulative sale, transfer, assignment or hypothecation, shall be deemed an assignment within the meaning of this Section and is prohibited in the absence of a written amendment to this Agreement.

Any dispute between CITY and the CONTRACTOR with respect to a determination of whether a sale, transfer, assignment, subcontracting, or hypothecation of a number of shares or



## Attachment "B"

other units of ownership in CONTRACTOR has occurred or will occur shall be subject to reference pursuant to Code of Civil Procedure Section 638, *et seq.* with the presiding judge of the Kern County Superior Court.

### 15.7 Compliance with Applicable Law

CONTRACTOR agrees that it will comply with all provisions of the Applicable Law, including CITY's business license ordinance, and will obtain all licenses and permits, and pay all taxes and fees, required under the Applicable Law.

### 15.8 Notices

All notices, demands, requests, consents or other communications which this Agreement contemplates, authorizes, requires or permits either Party to give to the other, shall be in writing and shall be personally delivered; or sent by overnight mail, delivery service, or registered or certified mail, postage prepaid, return receipt requested; all addressed to the respective Party as follows:

To CITY: City of Wasco  
746 8<sup>th</sup> St  
Wasco, CA 93280  
Attention: City Clerk, [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org)  
Fax: 661-758-5411

Copy to: City of Wasco Public Works  
801 H St  
Wasco, CA 93280  
[luvilla@cityofwasco.org](mailto:luvilla@cityofwasco.org)  
Fax: 661-758-5411  
Attention: Luis Villa

To CONTRACTOR: American Refuse, Inc.  
1316 J Street  
Wasco, CA 93280  
Attention: Jeff Martin

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section. Such notice shall be deemed effective on the date personally served or, if mailed, three (3) days from the date such notice is deposited in the mail.

### 15.9 Savings Clause and Entirety

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement.

## Attachment "B"

### 15.10 Attorneys' Fees

In the event of any claim or action or proceeding brought by either Party against the other under or in connection with the subject matter of this Agreement, the prevailing Party shall be entitled to recover from the losing Party as part of the judgment in such action all reasonable costs, expenses, and attorneys' fees, including those costs, expenses and attorneys' fees incurred in defending any counterclaim or cross-complaint brought in such action and incurred in any appeals, all in such amount as the court shall judge reasonable.

### 15.11 Entire Agreement

This Agreement supersedes any previous agreements either oral or written by the Parties and represents the entire understanding between the Parties.

### 15.12 Rights of City to Perform During Emergency

Should CONTRACTOR, for any reason whatsoever, including the occurrence or existence of any of the events or conditions set forth in Section 15.1, fail, refuse or be unable to collect, transport, process and dispose of any or all of the Residential Recyclable Material for which it is obligated under this Agreement to collect, transport and dispose of for a period of more than forty-eight (48) hours, and if as a result thereof Residential Recyclable Material should accumulate in CITY to such an extent, in such a manner, or for such a time that the City Manager should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event CITY shall have the right, in addition to any other rights under this Agreement or pursuant to law, upon twenty-four (24) hour prior written notice to CONTRACTOR, or without such notice should CITY determine that a further delay would endanger the health, safety, and welfare of CITY residents during the period of such emergency, to take possession of any or all equipment of CONTRACTOR previously used in the collection, transportation, processing and disposal of Residential Recyclable Material or which CONTRACTOR would otherwise be obligated to collect and transport pursuant to this Agreement. CONTRACTOR agrees that in such event it will fully cooperate with CITY to affect such a transfer of possession for CITY's use. CONTRACTOR agrees that, in such event, CITY may take possession of all and use all of said equipment and facilities without paying CONTRACTOR any rental or other charge, provided that CITY agrees that, in such event, it assumes responsibility for the proper and normal use of such equipment and facilities.

CONTRACTOR further agrees that, in such event, it shall reimburse CITY for any and all costs and expenses, including the cost of CITY employees and/or third-party laborers in the performance of emergency services pursuant to this Section, incurred by CITY in taking over possession of the above mentioned equipment and facilities in such manner and to the extent that would otherwise be required of CONTRACTOR under the terms of this Agreement. CITY shall first subtract such reimbursement costs from compensation otherwise due CONTRACTOR under this Agreement, and to the extent such costs exceed those due CONTRACTOR, an itemized statement of costs and expenses shall be submitted for reimbursement to CONTRACTOR. To facilitate reimbursement of costs and expenses to CITY, CONTRACTOR agrees to assign its right

## Attachment "B"

to receive payment from its Customers for services rendered pursuant to this Agreement to the extent that such services have been rendered to said Customers by CITY and further agrees to allow CITY to collect such payments directly from the Customers. CITY agrees that it shall relinquish possession of all of the above-mentioned property to CONTRACTOR upon written notice from CONTRACTOR to the effect that it is able to resume its responsibilities under this Agreement. It is agreed that CITY's exercise of its rights under this Section shall not affect Section 12 of this Agreement.

### 15.13 Contractor's Assurances of Adequate Capacity and Equipment

CONTRACTOR warrants that it has and will maintain, directly or by contract, sufficient equipment and personnel to provide all services under this Agreement.

### 15.13 Recitals

The Recitals set forth above are hereby incorporated by this reference.

## 16. **REPORTING, ACCOUNTING AND AUDITING**

### 16.1 Daily

CONTRACTOR shall maintain and make available to CITY, upon request, daily reports containing detailed audit information including, the number of tons of Residential Recyclable Material collected from Customers and delivered to the Processing Facility Composting Facility, or other facility and the route number, the vehicle number and CONTRACTOR's weight ticket for each load disposed or processed. Collection of Recyclable Materials shall be summarized by commodity and the amount collected. CONTRACTOR will provide CITY with daily reports within five (5) business days of CITY's request.

### 16.2 Monthly

CONTRACTOR shall submit written monthly reports, on or before the close of the following month, to CITY totaling the information contained in the daily reports.

### 16.3 Annual

CONTRACTOR shall submit annual reports to CITY on or before June 1 of each year totaling the information contained in the monthly reports for the year. CONTRACTOR shall cooperate fully with CITY's AB 939 and SB 1383 Regulations reporting requirements by providing CITY with requested information within a reasonable time of CONTRACTOR's receipt of CITY's request, but in no event longer than fifteen (15) days after such receipt. Upon request, CONTRACTOR shall make an oral presentation of the annual report to the City Council of the City at the City Council meeting specified by CITY.

## Attachment "B"

### 16.4 Additional Information

CONTRACTOR shall use Reasonable Business Efforts to incorporate into the reports required by this Section 16 any additional information requested by CITY. CONTRACTOR shall incorporate into such reports any new reporting information required by Applicable Law.

### 16.5 Affiliated Companies

CONTRACTOR shall promptly notify CITY of any contracts or informal arrangements between CONTRACTOR and Affiliated Companies related to providing services under this Agreement.

### 16.6 Maintenance and Audit of Records

CONTRACTOR shall accurately maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents relating to this Agreement, or performance under this Agreement, including routing, complete list of Customers, level of Customer's services, Customer complaints, employee training, inventory, maintenance logs, etc. ("Records") for the term of this Agreement plus two (2) years, or any longer period required by Applicable Law. CONTRACTOR shall maintain complete accounting records pertaining to cash receipts, billing and disposal records ("Accounting Records") prepared on an accrual basis in accordance with generally accepted accounting principles for at least three (3) years following the close of CONTRACTOR's fiscal year. CONTRACTOR shall maintain the Accounting Records in a manner that allows for the separate identification of all revenues associated with providing services hereunder and such revenues shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by CONTRACTOR in locations other than the City.

The Records, Accounting Records, and records of Affiliated Companies if any, shall be subject to audit and inspection, for the primary purpose of reviewing billing operations, accounts receivable and customer service, by CITY, its auditors or other agents, at any reasonable time, such audit or inspection to take place at the City Hall, if practicable, or at CONTRACTOR's address indicated for receipt of notices. The CITY shall initially bear the cost of such audit. If such audit discloses a material breach of this Agreement or an underpayment of the Franchise Fee in excess of five percent (5%) of the amount which should have been paid for customers that CONTRACTOR direct bills, CONTRACTOR shall repay such underpayment, together with interest at the rate of seven percent (7%) computed from the date of underpayment, and shall further reimburse CITY for the entirety of CITY's audit costs, including, without limitation, CITY's auditor's costs and expenses, CITY's internal costs and expenses, and CITY's legal and other third party expenses. If such audit discloses a Franchise Fee underpayment of less than five percent (5%), CONTRACTOR shall repay such underpayment, together with interest at the rate of seven percent (7%) computed from the date of underpayment, but CITY shall bear its audit costs.

16.7 Confidentiality

Any report from the Auditor to CITY resulting from the auditor's review of CONTRACTOR's records shall be distributed in such a way as to protect the confidential nature of any proprietary information of CONTRACTOR, to the extent permitted by law. The report shall be limited to a letter of compliance relating to the adequacy of the accounting procedures, verification of increases or decreases in CONTRACTOR's costs, and verification that the proper administration and franchise fees are being paid and shall not set forth CONTRACTOR's actual operating results. The Auditor shall also make such recommendations as it deems necessary as to the adequacy of CONTRACTOR's data collection methods, and as to the availability and sufficiency of the information, including direct, indirect and joint costs, with respect to any request by CONTRACTOR for increased compensation, and shall furnish CITY with its opinion as to whether an increase or decrease is supported and justified by CONTRACTOR's records.

DRAFT

Attachment “B”

Executed:

CONTRACTOR,  
a California Corporation

CITY OF WASCO,  
a California Municipal Corporation

By: \_\_\_\_\_  
Jeff Martin, President

By: \_\_\_\_\_  
Vincent Martinez  
Mayor

ATTEST

By: \_\_\_\_\_  
M. Scott Hurlbert  
City Manager

By: \_\_\_\_\_  
Maria O. Martinez  
City Clerk

\_\_\_\_\_



**EXHIBIT A  
SERVICE RATES**

Service Item	AMR COST	10% FRANCHISE FEE	TOTAL FEE
<b>Residential Fees</b>			
96-gal Recycle cart weekly service	\$9.49	\$1.05	\$10.55
Additional Recycle	\$8.11	\$0.90	\$9.01
Cart Contamination/Go-Back/Overfill Fee *per occurrence	\$11.10	\$1.23	\$12.33
<b>Hourly Service Rates</b>			
Per hour truck charge	\$178.25	\$16.94	\$195.19
Staff and Personnel Charges	\$54.00	-	\$54.00
<b>Other Special Rates</b>			
Account Restart	\$28.75	\$3.19	\$31.94
Cart Redelivery Fee	\$28.75	\$3.19	\$31.94
Replacement Cart	\$86.25	\$9.58	\$95.83
Residential Walk-In Service (per collection)	\$3.74	\$0.42	\$4.16

**EXHIBIT B**  
**SPECIAL WASTES**

- Flammable waste.
- Containerized waste (e.g., a drum, barrel, portable tank, pair, etc.).
- Waste from a pollution control process.
- Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or any other special wastes.
- Contaminated soil, waste, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of any other special wastes.
- Dead animals.
- Explosive substances.
- Radioactive materials.
- Materials which have been exposed to highly infectious or contagious diseases.
- Medical waste as defined by State and Federal agencies.
- Sludge waste.
- Waste motor oil.
- Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Waste if it contains more than one percent asbestos.
- Ash residue from the incineration of Infectious Waste described below.
- Hazardous Wastes, explosives, ordnance, highly flammable substances and noxious materials.
- Industrial byproducts, including cement kiln dust, ore process residues and grit or screening removed from a wastewater treatment facility.
- Infectious wastes which have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes,

needles, blades, tubings, bottles, drugs, patient care items such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes.

- Liquid wastes which are not spadeable, usually containing less than fifty percent solids, including food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap and septic tank pumpings, oil and geothermal field wastes, rendering plant byproducts, sewage sludge, and those liquid wastes which may be Hazardous Wastes.
- Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code, and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or federal regulation.
- Sewage sludge comprised of residue produced by humans (not industrial), removed from a wastewater treatment facility or septic tank, whether in a dry or semidry form
- Wastes designated from time to time by the CalRecycle.

**EXHIBIT C**  
**RATE ADJUSTMENT METHODOLOGY**

## **1. General**

Subject to the terms herein, the Contractor may request, but is not entitled, to an annual adjustment of all Rates. Each Rate, excluding special charges, will be subject to a "Rate Adjustment Factor" that is based on a "Consumer Price Index for Trash and Garbage Component" which is annually adjusted.

Changes in Rates are subject to approval with properly noticed protest hearings and the process requires a substantial amount of time. Therefore, the RAF will be based on the data from the previous calendar year as noted in the example below.

## **2. Calculation**

The adjustment to the Rates will be made using the following methodology:

**Step 1:** Determine the "Rate Adjustment Factor" or "RAF". The RAF shall be the annual percentage change of the CPI for Garbage and Trash Collection, rounded to the nearest tenth percent. The Rate Period will be a 12-month period based on calendar years, commencing January 1 and concluding December 31.

Reference: Bureau of Labor Statistics, CPI for All Urban Consumers, Garbage and Trash Collection, Series ID: CUUR0000SEHG02  
(<https://data.bls.gov/timeseries/CUUR0000SEHG02>)

For example:

To determine the RAF to be used in calculating Rates for Fiscal Year 2023-2024 (July 1, 2023 – June 30, 2024):

- a. Since Fiscal Year 2023-2024 will not be completed at the time when the new Rates are to be calculated, data from Calendar Year 2022 will be used.
  - Sum of all monthly CPIs beginning with January 2022 and ending with December 2022 / 12 = Annual CPI = 549.334 (see table)
- b. Compare to the prior Calendar Year to determine the percentage change in the CPI.
  - Sum of all monthly CPIs beginning with January 2021 and ending with December 2021 / 12 = Annual CPI = 522.329 (see table)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average	Annual Percentage Change
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	522.329	
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	549.334	5.2%

- c. Calculate the percentage change to determine the RAF to be used to calculate the Rates for Fiscal Year 2023-2024.
- $RAF = ((549.334 - 522.329) / 522.329) * 100 = 5.2\%$

**Step 2:** Calculate the adjusted Rate, rounded to the nearest cent, for each Rate as follows, not to exceed 5%:

Adjusted Rate = Then-current Rate x (1 + RAF)

For example, assuming:

1. Then-current Rate = \$50.00
2. Rate Adjustment Factor = 5%
3. Adjusted Rate = \$50.00 x (1 + 0.05) = \$52.50

**Step 3:** In the event the RAF is greater than 5%, the percent of increase not applied to the then rate will be carried over to the following year's rate adjustment.

## **EXHIBIT D**

### **CONTAINER CONTAMINATION PROTOCOLS**

CONTRACTOR will make every effort to train drivers to identify contamination and deploy a cart inspector that will conduct periodic route inspections where bins will be checked for contamination. Should the CONTRACTOR identify instances of contamination of black, blue and/or green containers by residential, multi family or commercial customers receiving bin or cart service, it will document the contamination through the use of film or digital photography. CONTRACTOR will place a non-collection tag on the container explaining the type of contamination present and instructions for removal of the contamination. Once the contamination is removed, the container will be collected on the next scheduled pick-up day. Alternatively, customer may call and request pick-up of the container. If the customer requests pick-up of the container within the same collection week an extra collection fee, per the approved rates, will be charged to the customer.

The CONTRACTOR will present evidence of contamination to CITY, where CITY may provide that to the customer.

- (1) The first incident of contamination will be treated as an opportunity to educate the customer on appropriate placement of materials. The container will not be collected until contamination is corrected.
- (2) Customers will also be informed that CITY will charge a contamination fee, per the approved rates, on the second offense. Customer will be required to correct the contamination before the container may be serviced on the next collection day.
- (3) Where such evidence was presented to the customer, and CONTRACTOR documents a third instance of contamination, CONTRACTOR is authorized to fine customers per the approved service rates. CONTRACTOR will provide CITY's contract manager with written notification of the fine.

#### **Protocol on Container Overfilling**

CONTRACTOR will make every effort to ensure the collection of materials does not result in litter. Overfilled containers can result in litter and are an indication of inadequate service. Where CONTRACTOR identifies instances of overfilling of containers by residential, multi family or commercial customers receiving bin or cart service, it will document the overfilling through the use of film or digital photography.

- (1) The first incident of overfilling will be treated as an opportunity to educate the customer on overfilling.
  - (1a) If the container cannot be collected safely the CONTRACTOR will place a non-collection tag explaining it is overfilled and instructions for how to remedy the container. Once the container is ready for pick-up, the customer may call and



request pick-up and be charged an additional pick-up fee if customer requires pick-up in the same collection week.

- (1b) If the container can be serviced, the CONTRACTOR will pick-up the container, where the photo of the overfilled container will be provided to CITY, where CITY will contact the customer.
- (2) The customer will be educated by CITY on the incident of overfilling and may be charged an overage fee on the second offense.
- (3) Where such evidence was presented to the customer, and CONTRACTOR documents a third instance of overfilling, CONTRACTOR is authorized to charge an overage fee and deliver the next larger sized container to the customer. The service rate will be adjusted to the rate then in effect for the next larger size container. If a customer requests the CONTRACTOR to dump the extra materials, or contaminated materials, within the same collection week an additional pick-up will be charged. CONTRACTOR will provide CITY's contract manager with written notification prior to delivering the next larger size container and adjusted the service rate.

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### **EXHIBIT E OPERATIONS PROTOCOLS**



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**1316 "J" Street, Wasco, Ca 93280**

**(661) 758- 5316**

Exhibit E describes the scope and operations for residential recycling collection that American Refuse (AMR) will conduct in the City of Wasco (City).

#### **Residential Recycling Operations**

AMR will collect recyclables from residential customers using automated side-loader collection trucks. Residential customers include all single family, duplex, and multi-family residential premises with less than five separate living units. Containers will be collected at least once every week. AMR drivers are trained to safely collect containers and pick up any litter that may result from the collection operations. Containers will be returned to their collection spot upright with lids closed. The recyclables will be taken to an approved processing location where recyclable materials will be sorted by commodity type and sent to end markets.

#### **Holiday Collection**

In the even the collection route falls on a Holiday, or a day that the recyclable processing location is closed, the collection route will occur on the next workday. Holidays include New Year's Day, Thanksgiving Day, and Christmas Day. Additionally, should the processing location be closed, holidays may also include Memorial Day, Fourth of July, Veterans Day, and Labor Day.

#### **Containers**

AMR will label all recyclable containers, which will include text and picture summaries of items, as required by SB 1383 Regulation.

AMR will ensure containers are kept in good condition free of charge, unless that container is damaged through the fault or negligence of the residential customers.

#### **Recyclable Materials**

Recyclable materials may include, but are not limited to:

- Newsprint
- Corrugated material
- High-grade paper and mixed paper

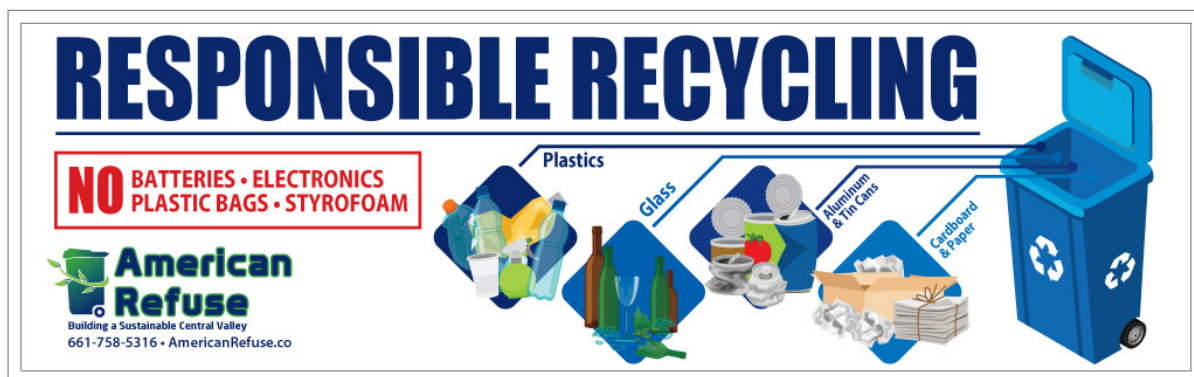


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- Glass
- Aluminum cans
- Tin cans
- Steel and other types of scrap metals
- PET polyethylene terephthalate containers ("PET") marked "1" as of the date hereof
- high density polyethylene containers ("HDPE") marked "2" as of the date hereof
- Low density polyethylene containers ("LDPE") marked "4" as of the date hereof
- California redemption containers
- Ferrous metals
- Non-ferrous metals
- White paper
- Mixed paper
- Telephone books

This list may be decreased or expanded to accommodate changing market conditions.



### Identifying Contaminated or Overfilled Recyclable Containers

Should a driver identify that a non-recyclable material has been included in the container (recycling, organic material and/or solid waste), they will note this contamination through a cart-tag. The cart-tag will provide information to the customer regarding the type of contamination present in the container. Should the driver identify that the contamination is significant they may place a 'non-collection' tag on the container. In this case the container will not be collected until customer corrects problem.

AMR will:

- Conduct the periodic lid flips to assess contaminants and overfilled containers.

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- ❏ Tag the containers that are overfilled and/or contaminated and notify the City. The City will be responsible for appropriately fining the customer for contamination or overfilled containers. Additionally, the City may choose to notify their drivers not to collect organic containers that have contamination present.
- ❏ Provide the City and customer with photographic evidence of the reason the carts were tagged.
- ❏ Conduct random audits of containers to ensure compliance with SB 1383 mandated lid flipping.
- ❏ Track this outreach and container tagging activity and provide these reports to the City on a Quarterly basis.



The complete container tagging protocol has been detailed in Exhibit D of the Agreement.

### **Outreach and Education**

AMR will prepare a Community Relations Plan that will provide a summary of the outreach and education materials that will be delivered to residential customers for the year. This Community Relations Plan will be delivered to the City no later than April 1<sup>st</sup> of each year. The plan will include all necessary outreach required for the residential customers for compliance with SB 1383. This may include lid lifting and cart tagging programs, presentations, brochures, and flyers. Necessary outreach and educational materials will be bilingual (English and Spanish).

An example of the types of programs that may be included in this plan are provided below:

- ❏ Outreach to customers to inform them of the roll-out of the new collection programs. This initial outreach should happen in collaboration with the City, so customers are aware how the two operations are working together.
- ❏ Providing blue 96-gallon recycling container, with a graphic rich label explaining what materials are acceptable in the recycling container and what are considered contaminants.
- ❏ Provide information via our website, quarterly newsletters and tri-fold flyers to residents to inform them of recycling and other waste related information, such as bulky item collection opportunities.
- ❏ Provide a range outreach items, above the containers, clear picture heavy labels on the bins/containers, flyers for residents which provide information about acceptable and not acceptable items. This outreach would be multi-lingual.



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#### **Local Office**

AMR will maintain a local office that will be open to the public from 8:00 am to 4:00 pm, Monday through Friday, where customers can pay bills, receive information about the solid waste service offerings, and discuss any concerns or questions. Our office staff will be professional and friendly, where bilingual service representatives can also be made available to customers.






#### **Billing**

The City will bill customers directly for solid waste services, including recyclable collection. The City will pay AMR, minus the franchise fees, every 30 days for the previous month's services. The franchise rate is set at 10% of AMR service rates to the City.

#### **Compliance and Reporting**

American Refuse will assist the City in its reporting requirements for AB 341, AB 939, AB 1594, and AB 1826. AMR tracks cart tagging, service level information, and outreach programs through our company software, which is designed to capture specific data per customer and produce specialized reports. The system allows for "comments" to be added on a per customer basis, which becomes useful in the collecting data for each new customer. For example, notes can be reviewed for a non-compliant customer to determine how many times they have been contacted, the form of each contact (email, phone call, or personal visit) and what additional measures have been taken to aid in diversion programs mandated by the State. Customized reports may be run, where the program can detail customer's information by service level for organics and/or recycling, as needed for the City's Annual Report.

Notably software can:

-  Run individual data/reports per customer
-  Track all non-compliant customers for targeted outreach measures
-  Provide instant recording of customer accounts
-  Track customer's service levels for organic and recyclables
-  Export all reports into Excel for ease of electronic submission and data analysis.

AMR will track all tons managed by AMR and provide the City with the recovery rates of those streams that AMR collects and manages. Using our software, AMR will ensure that tonnages collected, recycled, and/or composted, will be clearly and transparently tracked and reported to the City. These tonnages are tracked via weight tickets, where trucks cross over scales before entering each facility. These weight tickets are entered into the system by type (recyclable route, organics route, etc.). AMR tracks its own facility recycling rate by using the total outbound tonnage reports. These outbound tonnage reports are used to determine the facility's recycling rate and can be applied to the inbound weight ticket tonnage. For materials that are managed by other sites, AMR will work closely with the facility to ensure transparency so that ton-per-ton and the final destination of all products is known and reported to the City.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Adopt a Resolution authorizing the City Manager or designee to execute Agreements and or Applications with Local, State, and Federal Agencies required for the Creation of the Wasco Police Department, Implement the transition plan of law enforcement services from the Kern County Sheriff Contract to the City, and Authorize the related Wasco Police Department accounts/sub-accounts, budget amendments and or Budget Appropriations.

---

### **Recommendation:**

Staff recommends City Council

- 1) Adopt a resolution authorizing the City Manager or designee to execute Agreements and or Applications with Local, State, and Federal Agencies required for the Creation of the Wasco Police Department, Implement the transition plan of law enforcement services from the Kern County Sheriff Contract to the City, and Authorize the related Wasco Police Department accounts/sub-accounts, budget amendments and or Budget Appropriations.
- 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:**

As directed by the City Council, the staff is moving forward with establishing our local Police Department. On October 18, 2022, City Council adopted Resolution 2022-3812 establishing the City of Wasco Police Department start-up team and approving new positions. Since then, the City has hired a Chief of Police and is making significant progress on creating the foundation and policy and researching the required local, state, and federal requirements to start up the Wasco Police Department.

As part of the creation and establishment of a new Police Department, the City is required to file paperwork with local, state, and federal agencies to obtain authorization to operate a Public Safety Answering Point (PSAP) 911 Dispatch Center, Peace Officer Standards, and Training (POST) Accreditation, and or coordinate with these agencies. Staff is requesting authority to execute and file such documents as needed.

Concurrent with approving the City of Wasco start-up team, Council appropriated a start-up budget and authorized creation of a Police Department within the City's General Fund. A chart of accounts did not exist with creation of this accounting department, but is evolving as start-up work continues. City policy allows the City Manager to transfer funds between accounts \_within\_ departments, but does not specifically authorize creation and funding of new accounts. Staff is requesting authority to create and fund appropriate accounts within the Police Department budget.

**Fiscal Impact:**

Funding required for specific agreements and authorizations as outlined in this report will be covered by the existing start-up budget or will be presented to Council for approval on a future agenda. The creation of new accounts/sub-accounts within the Police Department of the General Fund will have no budget impact. No further budget action is required with approval of this item.

**Attachments:**

1. Resolution 2022-3812
2. Resolution

## RESOLUTION NO. 2022 - 3812

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING A POLICE DEPARTMENT START-UP POSITION, JOB DESCRIPTION AND PAY RANGE, AMENDED SALARY SCHEDULE, CALPERS SAFETY PLAN, AND BUDGET APPROPRIATIONS**

**WHEREAS**, the City Council wishes to establish a City of Wasco Police Department start-up team; and,

**WHEREAS**, three new positions and Salary Schedule pay ranges are required for the start-up team, including Chief of Police, Police Lieutenant, and Police Department Records Administrator assigned to the Police Department; and

**WHEREAS**, in order to meet CalPERS requirements for publicly available pay schedules, the City Council must approve a salary schedule for all City positions (including elected and appointed positions), independent from the salary schedules included in the memorandum of understanding with employee groups or employment agreements; and

**WHEREAS**, Title 2, §570.5 of the California Code of Regulations establishes certain requirements for a publicly available pay schedule, and the City of Wasco must comply with Government Code § 20636(B)(1) and Title 2, §570.5 of the California Code of Regulations; and

**WHEREAS**, the Legacy CalPERS Safety contract for Wasco uses a 2% at 55 formula and a PEPPRA New Members for Police at 2% at 57 the CalPers Safety group is to be confirmed/modified; and,

**WHEREAS**, the appropriation of \$600,000.00 ARPA Funds to the new Police Department division of the General Fund is required to cover compensation, equipment, and expenses for the remainder of FY 2022-2023.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Wasco,

**SECTION 1:** the City Council of the City of Wasco approves three new positions, Chief of Police, Police Department Records Administrator, and Police Lieutenant, and the Salary Schedule pay ranges.

**SECTION 2:** the City Council authorizes the City Manager or his designee to start the recruitment process for the Chief of Police.

**SECTION 3:** the City Council authorizes the City Manager or his designee to solicit additional CalPERS Safety plans.

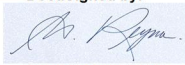
**SECTION 4:** the City Council authorizes the City Manager or his designee to appropriate ARPA Funds to the new Police Department division in the General Funds.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2022 - 3812 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on October 18, 2022, by the following vote:

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

DocuSigned by:




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**GILBERTO REYNA**  
**MAYOR** of City the Wasco

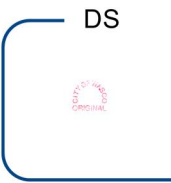
**Attest:** 10/19/2022

DocuSigned by:



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



## RESOLUTION NO. 2023 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AGREEMENTS AND OR APPLICATIONS WITH LOCAL, STATE, AND FEDERAL AGENCIES REQUIRED FOR THE CREATION OF THE WASCO POLICE DEPARTMENT, IMPLEMENT THE TRANSITION PLAN OF LAW ENFORCEMENT SERVICES FROM THE KERN COUNTY SHERIFF CONTRACT TO THE CITY, AUTHORIZE THE RELATED WASCO POLICE DEPARTMENT ACCOUNTS/SUB-ACCOUNTS, BUDGET AMENDMENTS AND OR BUDGET APPROPRIATIONS**

**WHEREAS**, the City Council wishes to establish a City of Wasco Police Department; and

**WHEREAS**, as part of the creation and establishment of a new Police Department, the City is required to file paperwork with local, state, and federal agencies to obtain Public Safety Answering Point (PSAP) 911 Dispatch Center, Peace Officer Standards and Training (POST) Accreditation, and or coordinate with these agencies; and

**WHEREAS**, Council appropriated a start-up budget and authorized creation of a Police Department within the City's General Fund but a chart of accounts did not exist with creation of this accounting department and Staff is requesting authority to create and fund appropriate accounts and sub-accounts within the Police Department budget.

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

**SECTION 1:** Approves the creation of a Wasco Municipal Police Department.

**SECTION 2:** Authorizes the City Manager or designee to execute Agreements and or Applications with Local, State, and Federal Agencies required for the Creation of the Wasco Police Department, Implement the transition plan of law enforcement services from the Kern County Sheriff Contract to the City, and authorize the related creation and funding of Police Department accounts/sub-accounts, Budget amendments and or Budget Appropriations.

**SECTION 3:** Authorizes the City Manager or designee to take any and all other steps necessary or reasonably related to carrying out the intent of the City Council in adopting 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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

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  
Nancy Vera, Human Resources Manager

**DATE:** February 7, 2023

**SUBJECT:** Adopt A Resolution Ratifying the Executed Engagement Letter with Attorney Sean Gibbons of Freeman Mathis & Gary for Legal Services.

---

### **Recommendation:**

Staff recommends the City Council:

- 1) Adopt a Resolution Ratifying the Executed Engagement Letter with Attorney Sean Gibbons of Freeman Mathis & Gary for Legal Services.
- 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 to ratify the executed engagement letter with Attorney Sean Gibbons of Freeman Mathis & Gary for Legal Services.

The City of Wasco has the occasional need to utilize the services of outside counsel. Oftentimes, the City Attorney has recommended the use of specific attorneys from a variety of firms for specialized services, such as personnel matters. The City of Wasco has utilized legal services provided by Attorney Sean Gibbons for these personnel matters through his service at various agencies. Mr. Gibbons previously provided services through the firm Coleman Frost, LLP. Sean Gibbons resigned and is now a practicing partner with Freeman Mathis & Gary.



Attorney Gibbons is intimately familiar with the City's personnel policies and practices and current matters. His hourly rate while practicing at Coleman Frost, LLP was \$330.00. The staff continued the services provided by Mr. Gibbons due to current legal matters and provisionally executed an engagement letter with the new firm. Mr. Gibbons in partnership at Freeman Mathis & Gary LLP, has honored the same hourly rate of \$330.00 for legal services under equivalent terms.

**Fiscal Impact:**

There is no fiscal impact due to no change in the hourly rate. The current adopted budget for legal services is expected to cover these costs without supplement. No budgetary action is necessary with the approval of this item.

**Attachments:**

1. Resolution
2. Agreement

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO RATIFYING THE EXECUTED ENGAGEMENT LETTER WITH ATTORNEY SEAN GIBBONS OF FREEMAN MATHIS & GARY FOR LEGAL SERVICES.**

**WHEREAS**, Mr. Sean Gibbons, who is currently a partner at Freeman Mathis & Gray, provided legal services to the City of Wasco in the areas of labor and employment law prior to joining Freeman Mathis & Gray; and

**WHEREAS**, the City sought to continue to utilize Mr. Sean Gibbon's services after he joined Freeman Mathis & Gray and desired to retain said service agreement; and

**WHEREAS**, the City and Freeman Mathis & Gray desire to respectively receive and provide legal services pursuant to the terms described in the Engagement Letter attached hereto and made a part hereof.

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

**SECTION 1:** Ratify the executed Engagement Letter with Freeman Mathis & Gray, providing legal services to the City of Wasco in the areas of labor and employment law.

-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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

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



Freeman  
Mathis & Gary LLP

1960 East Grand Avenue  
Suite 1260  
El Segundo, CA 90245

Tel: 310.937.2066

[www.fmglaw.com](http://www.fmglaw.com)

Sean B. Gibbons, Esq.

D: 424-397-1663

C: 917-355-4684

[Sean.Gibbons@fmglaw.com](mailto:Sean.Gibbons@fmglaw.com)

January 31, 2023

**VIA E-MAIL:** [schurlbert@cityofwasco.org](mailto:schurlbert@cityofwasco.org)

Scott Hurlbert, City Manager  
City of Wasco  
746 8th Street  
Wasco, CA 93280

**Re: Master Terms and Conditions of Engagement**

Dear Mr. Hurlbert:

On behalf of Freeman Mathis & Gary, LLP (the "Firm"), we appreciate the opportunity to represent the City of Wasco ("Government" or "you") with respect to providing on-going legal advice and in specific litigation matters assigned to us by you or your Attorney.

Please excuse the formality of this letter and the accompanying Master Terms and Conditions of Engagement which are incorporated herein (collectively the "Engagement"). The purpose of this Engagement is important and to set forth a clear, mutual understanding of the Services we will provide and the scope, terms and conditions under which those Services are to be performed.

**Scope and Limitation of Legal Services:** You are entering into this Engagement to retain the Firm to provide general labor and employment advice and counseling, including but not limited to human resources/employee management advice, advice regarding collective bargaining and interpretation/administration of resultant memoranda of understanding, and advice regarding employee discipline issues (hereinafter and heretofore "Services").

We assume no greater right or obligation, and assume no responsibility to any person or entity, or any claim, lawsuit, or proceeding other than the Services described, unless the Firm is expressly authorized to do so by you with such Services expressly defined in writing. The Firm will only act on behalf of you as a legal entity. We will not act on behalf of any of its elected officials or employees, unless the Firm is specifically authorized or directed to in writing by the Government Attorney, an Authorized Official of you, or such individuals or entities retain our legal services, with the appropriate consent, with each such party or person also required to execute an Engagement before it becomes valid.

**Fees and Billing:** Your acceptance of our representation acknowledges your obligation to timely pay our fees and expenses. Rates are negotiable and typically are adjusted at the beginning of each calendar year. Those rates currently are:

[www.fmglaw.com](http://www.fmglaw.com)

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- Partners (including partner-level “of counsel” and contract attorneys): \$330 per hour;
- Associates (including associate-level “of counsel” and contract attorneys): \$265 per hour depending on experience and other considerations;
- Law Clerks: \$195 per hour depending on experience and other considerations;
- Paralegals/Assistants: \$225 per hour depending on experience and other considerations;
- E-Discovery Professionals/Litigation Support Professionals/Nurse Paralegals: \$175 per hour.

The rates charged for any matter covered by an Insurer of you shall be governed by the terms of any rate agreement or guidelines between the Firm and the Insurer. You agree to accept pay any adjusted rates as subsequently provided to it in writing or by any Firm invoice.

Effective Date: The effective date of this Engagement and its terms and conditions set forth herein will be the latest date of signing by you or your authorized representative and its terms shall be retroactive to the date the Firm first performed services for you which are the subject of this Engagement.

Please confirm this Engagement accurately describes our mutual understanding by signing below and returning a signed copy. We look forward to working with you and being of service.

Very truly yours,

**FREEMAN MATHIS & GARY, LLP**

Sean B. Gibbons

Enclosure

The undersigned confirms the terms of this Agreement and agrees to be bound thereby:

_____ Signature	_____ City Manager Title
_____ M. Scott Hurlbert Print Name	_____ 1/31/2023 Date

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### **Master Terms and Conditions of Engagement**

Except as modified by the accompanying or any subsequent Engagement letter, the following provision will apply to Services and any subsequent representation of you or their officials, employees or others to whom they provide a defense including in any litigation or dispute of any kind. Collectively the Engagement letter and these Master Terms and Conditions of Engagement are referred to collectively as "Engagement".

**Preserving Confidences:** By executing this Engagement, you have approved the use of internet e-mail communication, without encryption, for our communications with you and other persons, parties, legal counsel, and other involved individuals and entities in carrying out our legal services. Due to their inherent nature, email communications, cell phone and other wireless communications may be vulnerable to interception by unauthorized parties during transmission. The Firm cannot guarantee the confidentiality of any information sent by email, cell phone or other wireless transmission, or that any such transmission would be considered "attorney-client" privileged. If you do not wish the Firm to communicate by email, or by cell phone or other wireless transmissions regarding your Services, please notify the Firm in writing. In the absence of such notification, you consent that the Firm will not take any additional security measures, including, but not limited to, encryption. Although the Firm subscribes to and uses virus protection software that it believes to be reliable, the Firm cannot warrant that any emails from the Firm or attachments thereto are free from any virus. The Firm recommends that you independently take steps to ensure that transmissions are actually virus-free.

**Possible Additional Payments:** There may be theories of liability asserted against you that entitle the other party to attorneys' fees, costs, penalties, or liquidated damages. Such amounts are solely your responsibility and are not the responsibility or obligation of the Firm.

**Fees and Billing:** Your acceptance of our representation acknowledges its obligation to timely pay our fees and expenses. Firm time will be accounted for in tenths of an hour, and fees are calculated by applying hourly rates assigned to the Firm attorneys and other staff. Rates may also be subject to court approval pursuant to applicable statutory restrictions. The Firm may, from time to time and in its sole discretion, utilize contract, outsource, and/or temporary service providers in connection with performing certain of the tasks to be rendered in connection with this engagement at the rates listed below. Fee and expenses will be billed monthly and are due upon receipt. The invoices provided to you will reflect all the Firm personnel who have billed time related to the representation of you and their rates.

We also may use outside vendors in meeting our legal service obligations, the direct costs of which will be either separately payable by you at the time of the receipt of vendor's invoice or included on our invoice(s). You are also obligated to pay for costs we incur or advance on your behalf, including amounts for filing fees, postage and copying expenses, required travel, and other reasonable and necessary costs (other than routine administrative costs not directly incurred in response to the Services provided). You agree not to inform others of the Firm's rates being charged. The Firm will have a lien for the Firm's fees and advanced expenses with respect to our Services and on all proceeds of any recovery obtained whether



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by settlement, arbitration award, or court judgment or on any property obtained, including by patent, trademark, copyright, rescission, specific performance or other means. This generally means that the Firm has an ownership interest in any recovery by you to the extent of the Firm's unpaid fees and expenses. You acknowledge that you are aware of the right to seek the advice of independent counsel as to this provision and have been provided a reasonable opportunity to do so.

Clients sometimes ask us to estimate future fees and other charges. Any estimate we may provide in connection with our Services will be based on our professional judgment and the circumstance as they appear at the time. As such, any estimate is subject to the understanding that, unless agreed otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate fee and charge are frequently more or less than the amount estimated.

**E-Discovery:** The costs of document processing, imaging, production, and storage greatly impact the expense of conducting discovery and other facets of document-intensive cases. To ensure that the Firm's clients have access to high-quality document management services at a reasonable price, the Firm has capabilities through both in-house resources and one or more third-party partnerships that allow it to deliver these services to its clients at a price below what can be negotiated with eDiscovery vendors generally in the marketplace. These services are independent of the Firm's legal fees billed on an hourly basis and will be reflected as expense items on our invoices. Unless you inform us otherwise in writing, the Firm will use these eDiscovery services when needed in the course of representing you and will bill for those services as follows: 1) Data sets up to 250 GB may be processed and hosted in Epiq Discovery for \$8 per GB per month; for cases over 250 GB, data may be processed in Relativity for \$25 per GB per month, then hosted for \$7 per GB per month; and 3) eDiscovery management services, including but not limited to culling, filtering, deduplication, analytics, OCR, file conversion and/or extraction, quality assurance and control, creation, export or delivery of a document production set, metadata redaction and image branding, by eDiscovery Managers: \$150 per hour.

**Insurance Coverage/Indemnity Providers:** You should determine if there may be insurance companies or other responsible entities or persons who may have coverage or an obligation for indemnity for any claims asserted against it or damages sought against it in any case or controversy. In the event it has notice of a potential claim, please provide in writing a copy of the claim directly to your insurance broker and any insurance companies with whom you have or had policies. These insurance providers could include any carrier providing (without limitation) umbrella insurance, professional liability insurance, directors and officers insurance, errors and omissions insurance, or homeowners insurance. You agree you will solely be responsible for tendering the defense of any claim or request for indemnification to any insurers or other persons or entities who may owe you a defense or indemnification

**Dispute Resolution:** In the event of any dispute relating to this Agreement, the relationship between the Firm and you, the services performed (including but not limited to disputes regarding the Firm's fees or expenses, claims of negligence, breach of fiduciary duty or contract, fraud or any claims based upon a written law) or any other dispute between the Firm and you (including disputes concerning any agents, partners, employees, officers, insurers, related entities, or persons of either you or the Firm), both the





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Firm and you agree to final and binding arbitration, including any issue relating to the scope or proper interpretation of this arbitration obligation.

Before filing a petition or request for arbitration, the party initiating the claim shall affirmatively seek in good faith to meet and confer for 30 days before a petition or request for arbitration is filed. The opposing party shall also meet and confer in good faith, with each party agreeing to promptly respond to the other party's communications.

If the dispute is not resolved through this meet and confer process, either party may initiate the arbitration process by filing an initiating document with Henning Mediation & Arbitration Services, Inc. ("Henning") ([www.henningmediation.com](http://www.henningmediation.com); 800-843-6050), or such arbitration service as the Firm may reasonably decide upon should it be determined that Henning Mediation is no longer an active mediation service or cannot perform its arbitration function for any reason. Unless the law of the jurisdiction in which we will be providing local services requires that the arbitration be conducted in that state, the arbitration will be conducted in Atlanta, Georgia. Otherwise, the arbitration shall take place in the city of the Firm's office indicated at the end of this Agreement.

The Firm and you agree to share equally in the cost of the arbitration, except that each side is responsible for its own attorney's fees and costs, unless the Arbitrator determines that a claim or defense was put forward in bad faith or in a frivolous manner, resulting in a reallocation of fees or costs as the Arbitrator may reasonably decide.

Unless this provision is prohibited by applicable law, you expressly represent that in any dispute or arbitration proceeding, you can and will only seek to represent and advance your own interests; you shall be prohibited from seeking to assert a claim on behalf of any other party or person, either on a multi-party, representative, or class action basis; and in no event shall you be entitled to seek punitive or exemplary damages, or consequential or remote damages, in the absence of proof of knowing and intentional misconduct expressly approved or ratified by the Firm.

It is important that you make an informed decision about the implications of arbitration and that you understand the advantages and disadvantages of forgoing a judicial forum and proceeding with arbitration if a dispute arises. You agree that this dispute resolution process is not required by law, regulation, or ethical standard, but is an important provision to the Firm that is required in its client relationships. By then entering into this binding arbitration provision:

- You and the Firm are waiving the right to submit the dispute to a judge or jury, although you and the Firm both retain the right to seek immediate injunctive or declaratory relief, including relief by ex parte expedited proceedings, in the case of breaches of confidence or violations of law or equity that require immediate judicial intervention in the protection of either, or both, parties' protected privacy, safety, or ethical rights or interests;
- Pre-arbitration discovery is generally more limited, and different from, the discovery allowed in court proceedings, and you and the Firm jointly request that the Arbitrator affirmatively prohibit



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discovery unless it is deemed actually necessary to the preparation of a party's case, in conformity with principles of due process, with the Arbitrator still directed to impose reasonable time, manner, and location limitations in order to expedite the discovery and overall resolution of the dispute;

- The Arbitrator's award is not required to include factual findings or legal reasonings, and it may contain factual or legal errors that cannot be reviewed on appeal or through separate legal challenge;
- This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* ("FAA");
- The Arbitrator is entitled to grant any remedy that an administrative agency, court, or jury would be entitled to issue, except for those damages or limitations noted above; and
- Judgment on any arbitration award may be entered in any court having jurisdiction, and the parties consent to the jurisdiction of the state or federal district court for the purpose of entry of the Judgment and any requirements contained therein.

By signing this Agreement, you warrant that you have received sufficient information regarding the arbitration process and have had the opportunity to seek any advice from the below FMG Attorney and to receive the advice of independent counsel in reviewing the Agreement and its arbitration provision, allowing you to make an informed decision with respect to forgoing a judicial forum. In addition to the information about arbitration provided above, the rules and regulations for arbitrations conducted by Henning are available for review on their website at [www.henningmediation.com](http://www.henningmediation.com). If you have any questions, you may contact the above-signed attorney or consult your own independent counsel.

Notwithstanding the foregoing, if a dispute arises between the Firm and you regarding the Firm's fees or expenses under this Agreement, either party has the right to elect the binding arbitration provisions of any local law or State Bar-sponsored program intended to provide an expedited procedure to resolve such disputes. If the parties do not proceed under the State Bar fee arbitration procedures, any dispute over the Firm's fees or expenses will be resolved by binding arbitration pursuant to the process described above in this section. Further, and notwithstanding anything to foregoing, the Firm will be considered to be the prevailing party if any amount of claimed fees or expenses is awarded to it. The prevailing party in any action to recover the Firm's fees or expenses will be awarded attorney's fees and costs incurred in a collection proceeding. This sum will include the value of the time spent by the Firm's own attorneys and other professionals to prosecute or defend such a proceeding, with fees calculated at the rate charged to you in the matter(s) at issue.

**Advance Waiver of Conflict:** The Firm represents numerous companies, governments and individuals, in many different types of claims, in many different jurisdictions, and in many different professional contexts.

To the fullest extent allowed by the law and rules of professional conduct governing the jurisdiction(s) in which we will be providing Services to you, you agree that the Firm's representation of it or its affiliates pursuant to this Engagement and in other matters will not prevent or disqualify the Firm from representing other companies, governments, or others who may be adverse to you or its affiliates, even



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in litigation, as long as the matters the Firm is handling adverse to you or its affiliates are not substantially related to the Matter we are handling for it. To this end, you understand and agree that, except with regard to substantially related matters, the Firm is free to represent other persons, governments and entities whose interests may conflict with its interests or the interests of its affiliates in litigation, business transactions, and other legal matters.

The express purpose of these provisions is to allow the Firm, to the fullest extent permissible under the law, to engage with other entities and individuals, and provide them with legal services, unless the Firm has gained confidential information that could materially impair the Services provided or that could materially impair your ability to assert a claim or defense against another party or person in another pending or future matter. You agree to execute any additional waiver that may be required by the circumstances.

**Firm General Counsel:** The Firm has internal General Counsel, who serve as the legal counsel to the Firm and its partners and employees. This is a separate, confidential relationship.

During the course of our providing of legal services under this Engagement, our professionals and/or staff members may seek the legal opinion or guidance of our General Counsel regarding our professional, legal, contractual, or ethical duties or obligations relating in some manner to our legal services relating to the Services provided. As a condition of this Engagement, you agree to waive any conflict of interest that might be viewed to arise out of any such consultations. You further agrees that consultations by the Firm with its General Counsel or other lawyers regarding such matters are confidential and protected from disclosure to you by the Firm's attorney-client privilege, and that you will not seek to discover or inquire into them and shall not be entitled to access to same either during the course of the engagement or thereafter should a dispute between you and the Firm ever arise. All of our communications with our General Counsel are privileged and not subject to disclosure to you absent a court order. Nothing in the foregoing shall otherwise affect the Firm's obligation to keep you informed of material developments in the course of the representation.

**Document Preservation and Disclosure:** We also want to emphasize the necessity of preserving any documents in your possession that may be relevant in any claim where you reasonably anticipate litigation. This duty may require you to suspend any regular document or data destruction policy you would otherwise follow. The obligation of document preservation may include written and electronic correspondence pertaining to any of the parties or witnesses. Any questions or concerns you might have regarding this obligation should be immediately addressed with the Firm and it is imperative that you immediately follow our guidance on these issues. Attached hereto is a more detailed memorandum regarding your obligations.

**Withdrawal or Discharge:** The Firm may withdraw from our representation of you at any time, for any permissible reason (or no reason at all), in the manner permitted or provided by the law or rule of professional conduct governing the location in which we are providing legal services. If you do not



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voluntarily agree to allow for the withdrawal, the Firm may seek an ex parte expedited court order confirming our right to withdraw.

You may discharge the Firm at any time, for any reason. If the Firm is your attorney of record in any proceeding, you agree and covenant you will execute and return a substitution-of-attorney form executed immediately on its receipt from the Firm. You will remain obligated to pay the Firm's fees per this Engagement for all services provided and to reimburse the Firm for all expenses incurred or advanced by the Firm before the discharge or withdrawal, incurred in effectuating the discharge or withdrawal, and as necessary to protect your interests.

**End of Matter:** When the firm completes its services under this matter, or sends you a Final Invoice, whichever occurs first, the attorney-client relationship between you and the Firm will be deemed to have ended. If you later retain the Firm to perform further or additional services described in this Engagement, the Firm's attorney-client relationship will be revived subject to this Engagement (unless and to the extent otherwise agreed in writing) and on the continuing understanding and Engagement that it will not preclude the Firm from accepting any other engagement from any other client.

**Post-Matter Retention of File Materials:** During the course of our representation, we will generate and maintain certain electronic and hard copy documents and materials regarding our Services. At the conclusion of our representation, we will typically provide you with any relevant closing documents (i.e., dismissals, settlement documents, etc.), thereafter closing our file.

Unless a law or regulation requires a longer required period, we agree only to maintain Service-related materials for three (3) years after the date the Services end. After that time, we will destroy the file if kept internally or electronically or authorize any storage facility where the file is stored to destroy the file.

If you wish to have the original or a copy of your materials provided to you, you must pay in advance the costs of providing you with the materials. If you request the original materials, we reserve a right to maintain a copy of the file materials, at our expense.

**Errors and Omissions Insurance:** Our Firm currently has a claims-made errors and omissions insurance policy. A declaration of coverage is available upon request.

**Non-Assignability:** You is prohibited from assigning, encumbering, selling, or otherwise transferring any right or benefit under this Engagement, or that is derivative of any right, benefit, or obligation created by this Engagement, to any other party or person. This includes, but is in no manner limited to, claims for professional negligence, breach of contract or breach of any duties owed to You. Any such attempted assignment or transfer is void and a legal nullity.

**Applicable Law:** Except as otherwise provided, to the fullest extent allowed by any applicable law, this Engagement shall be construed and interpreted under the law of the State of Georgia.



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**Entire Engagement:** This Engagement contains the entire Engagement between you and the Firm. If any provision of this Engagement is held by a court, arbitrator, or other tribunal of competent jurisdiction, in whole or in part, to be unenforceable for any reason, the remainder of this Engagement shall be severed and remain fully enforceable. Furthermore, if any claimed offending provision can be modified or reformed to comply with any applicable governing law, regulation or ethical rule, particularly if any such provision was changed or modified after the date of this Engagement, the court or arbitrator is jointly directed by the parties to reform or modify this Engagement so that the provision will then comply with all legal obligations, at which time it will then again be automatically reincorporated into this Engagement.

No other Engagement, statement, understanding, or promise has been made by the parties that is not fully incorporated into this Engagement, or superseded by this Engagement. This Engagement may be modified only by a subsequent jointly executed written Engagement by the parties (and that, for the Firm, has been signed by the Firm's Managing Partner), with no subsequent oral statements, actions or inaction, or failure to earlier enforce any term or condition serving as a basis to argue that this Engagement has been modified.



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

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

**DATE:** February 7, 2023

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or designee to approve a purchase order to purchase six (6) new Ford Utility Interceptor, AWD Police vehicles, including emergency lighting and other police upfitting equipment; purchase of up to six (6) used vehicles including refurbishment costs, and execute a Master Agreement with Enterprise Fleet Management (without committing to any orders at this time); and make an Appropriation of ARPA funds in the amount of \$500,000 and 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 State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

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### **Recommendation:**

Staff recommends City Council Adopt a resolution authorizing the City Manager or designee to:

- 1) Approve a purchase order and related documents to purchase six (6) new Ford Utility Interceptor AWD Police vehicles, including emergency lighting and other police upfitting equipment;
- 2) Purchase of up to six (6) used vehicles including refurbishment costs;
- 3) Execute a Master Agreement with Enterprise Fleet Management (without committing to any orders at this time);
- 4) Make an Appropriation of The American Rescue Plan Act of 2021 ("ARPA") funds in the amount of \$500,000 and make appropriate Budget Amendments to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023;
- 5) 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:**

Police vehicle acquisition is a major component to the Police Department start up effort and supply chain issues have adversely impacted vehicle availability. Police vehicle manufacturers currently have a one year to eighteen month backlog for new police interceptors and volume has not kept pace with orders. Staff has identified three methodologies for obtaining the necessary quantity and types of vehicles needed by the police department.

The vehicle plan for the police department includes a mix of new, and used or reburbished vehicles acquired as staffing is added to the department. This plan allows a fleet rotation model wherein a portion of the police department fleet would rotate out of service each year to help reduce annual fleet acquisition costs.

Enterprise Fleet Management allows the City to lease/purchase police vehicles based on a forty-eight (48) month or sixty (60) month lease agreement (with buy-out options) and provides access to the Enterprise nation-wide dealer and fleet database. Enterprise Fleet Services has been identified as one preferred method of finding Hybrid Electric Police Interceptors which are very difficult to locate but are eligible for EV Grant funding and purchase/lease through Enterprise. The City is likely eligible for up to five, \$20,000 vouchers to be used toward purchase of Hybrid vehicles. Staff recommends authorization to execute a Master Agreement with Enterprise Fleet Leasing without committing to any orders at this time.

Direct Ford factory leasing is an additional option, and may be competitive for certain Hybrid Interceptor vehicles.

Wild Rose Patrol Vehicles is an Anaheim, California-based small business that refurbishes patrol vehicles that have been surveyed out of service by police agencies across the country. The Public Works Director and the Chief of Police conducted a site visit of the Wild Rose facility on January 26, 2023. The current inventory of available vehicles was limited and the overall serviceability of the cars ranged from poor to fair condition. The company does use OEM equipment for repair and maintenance including belt and hose items. This option does not currently meet the need of the police department but may have future value when refurbished vehicle inventories are stronger.

Staff has been in contact with other regional police agencies in an attempt to locate vehicles that are going to be surveyed out of service but are fully emergency equipped and have some level of service life remaining. Staff has identified up to six additional used vehicles that will be available once the other agency's new cars arrive. It is anticipated that some or all of these vehicles will be available in the next several months.

The police department has located new Ford Utility Interceptors that are currently in production and available due to an over order. 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. Staff recommends taking advantage of this over order and acquiring six of these vehicles for delivery this Summer.

Anticipated expenditures for this stage of Police Department vehicle acquisition is as follows:

Vehicle Type	Lease or Purchase	Quantity	Price	Total
New Ford Police Interceptors including delivery and upfitting.	Purchase	6	\$71,572	\$429,432
Used Police vehicles from various sources including refurbishment and delivery.	Purchase	6	\$6,000 (Est)	\$36,000
<b>Total current estimated expenditure:</b>				<b>\$465,432</b>

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 for the new Police Department and the Adopted Annual Operating Budget.

**Fiscal Impact:**

Approval of this item authorizes the creation of Capital Improvement Project (CIP) Wasco Police Vehicles and authorizes the following budget amendment of \$500,000. The Wasco Police Department preliminary budget forecasted approximately \$1.2 million for vehicles. The Finance Director has determined this expenditure is an allowable use of ARPA funds and recommends using appropriated ARPA funds for this purpose. This budget request is a \$500,000 appropriation amendment under the FY 22/23 Budget.

**Attachments:**

1. Resolution
2. Enterprise Fleet Management – Master Agreement

## **RESOLUTION NO. 2023 -**

**ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE A PURCHASE ORDER TO PURCHASE SIX (6) NEW FORD UTILITY INTERCEPTOR AWD POLICE VEHICLES, INCLUDING EMERGENCY LIGHTING AND OTHER POLICE UPFITTING EQUIPMENT; PURCHASE UP TO SIX (6) USED POLICE VEHICLES FROM VARIOUS SOURCES INCLUDING REFURBISHMENT AND DELIVERY; AND MAKE AN APPROPRIATION OF \$500,000 FROM THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA") FUNDS WITH BUDGET AMENDMENTS TO THE ADOPTED FY 2022-2023 CAPITAL IMPROVEMENT PLAN AND THE ADOPTED ANNUAL OPERATING BUDGET FOR FY 2022-2023.**

**WHEREAS**, the City wishes to purchase six (6) new Ford Utility Interceptor AWD Police Vehicles, including emergency lighting and upfitting equipment; and

**WHEREAS**, the City wishes to purchase up to six (6) used Police vehicles from various sources, including refurbishment and delivery; and

**WHEREAS**, the City's cost for these twelve (12) Police vehicles will not exceed \$500,000.00 and is to be funded with an appropriation of The American Rescue Plan Act of 2021 ("ARPA") funds; and,

**WHEREAS**, the required budget amendments will proceed in accordance with generally accepted accounting principles (GAAP); and,

**WHEREAS**, City finds this project is exempt under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required; and,

**WHEREAS**, the City delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to, purchase orders, agreements, amendments, budget amendments, and payment requests, which may be necessary for the completion of the purchase of these vehicles.

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

**SECTION 1:** Authorizes the City Manager to sign and execute a purchase order for six Ford Utility Interceptor AWD Police Vehicles, including emergency lighting and upfitting equipment for the Wasco Police Department in the amount not exceeding \$435,000.

**SECTION 2:** Authorizes the City Manager to negotiate, sign and execute purchase orders for six used Police vehicles from various sources, including refurbishment and delivery.

**SECTION 3:** Authorizes an appropriation of \$500,000.00 from The American Rescue Plan Act of 2021 ("ARPA") funds and appropriate Budget Amendments to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023 for the total cost for these twelve (12) Police vehicles.

**SECTION 4:** Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to, purchase orders, applications, agreements, amendments, budget amendments, and payment requests, which may be necessary for the completion of the purchase of these (twelve) Police Vehicles.

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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 February 7, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

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 EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").



(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.



(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

#### 9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible



(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under



this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.



19. **NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR:	Enterprise FM Trust
By:	Enterprise Fleet Management, Inc. its attorney in fact
LESSEE: _____	Signature: _____
Signature: _____	By: _____
By: _____	Title: _____
Title: _____	Address: _____
Address: _____	_____
_____	_____
Date Signed: _____	Date Signed: _____



## STAFF REPORT City of Wasco

**TO:** Honorable Mayor and Council Members

**FROM:** M. Scott Hurlbert, City Manager  
Maria Lara, Assistant City Manager  
Chief Charlie Fivecoat

**DATE:** February 7, 2023

**SUBJECT:** Adopt a Resolution Approving an Application for Funding and authorizing the City Manager or designee to execute the Grant Agreement and any Amendments Thereto for the San Joaquin Valley Air Pollution Control District's New Alternative Fuel Vehicle Purchase Program, 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. .

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### **Recommendation:**

Staff recommends the City Council receive and file this report and Adopt a Resolution of the City Council of the City of Wasco approving an application for funding and authorizing the City Manager or designee to execute the grant agreement and any amendments thereto for the New Alternative Fuel Vehicle Purchase Program of the San Joaquin Valley Air Pollution Control District, 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.

### **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 San Joaquin Valley Air Pollution Control District (SJVAPCD) is providing funding to cities, counties, special districts, and public educational institutions for the purchase of a new electric, hybrid, or alternative fuel vehicle that will directly benefit Valley residents.

The maximum amount of funding available is \$20,000 per new vehicle with a limit of \$100,000 per agency, per calendar year and is distributed on a first come, first served basis. **The City proposes purchasing five (5) Police Interceptor Utility HEV SUV plug-in hybrid electric vehicles included on the SJVAPCD's list of approved vehicles.**

**Fiscal Impact:**

A local match is not required. Local funds will be used to supplement the purchase price exceeding \$20,000 per new vehicle. Separate budget action for the required supplement will be presented on a future agenda.

**Attachments:**

1. Resolution
2. Jim Burke Ford Quotes



**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING AN APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT'S NEW ALTERNATIVE FUEL VEHICLE PURCHASE PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR FUNDING AND ANY AMENDMENTS THERETO' AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE NEW ALTERNATIVE FUEL VEHICLE PURCHASE PROGRAM.**

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

**SECTION 1:** The City Council has reviewed and hereby approves an application made to the San Joaquin Valley Air Pollution Control District to obtain a grant of up to \$20,000 for purchase of a new alternative fuel vehicle, pursuant and subject to all the guidelines of the San Joaquin Valley Air Pollution Control District, and amendments thereto.

**SECTION 2:** The City Manager of the City of Wasco, or his/her designee, is hereby authorized and directed to prepare the necessary data, sign, and file such application with the San Joaquin Valley Air Pollution Control District. The City proposes purchasing five (5) Police Interceptor Utility HEV SUV plug-in hybrid electric vehicles included on the SJVAPCD's list of approved vehicles.

-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 February 7, 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

CNGP530

## VEHICLE ORDER CONFIRMATION

01/10/23 17:19:42

==&gt;

Dealer: F71439

2023 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 0000 Priority: H1 Ord FIN: QQ201 Order Type: 5B Price Level: 326

Ord PEP: 500A Cust/Flt Name: CITYOFWASCO PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$47165	51V	SPTLMP LED DUAL	\$665
	.119" WHEELBASE		55B	BLIND SPOT INFO	545
YZ	OXFORD WHITE		59B	KEY CODE 1284X	50
9	CLTH BKTS/VNL R		59W	LESS WIFI HSPOT	(20)
6	EBONY		60R	NOISE SUPPRESS	100
500A	EQUIP GRP		68G	RR DR/LK INOP	NC
	.AM/FM STEREO		76D	DEFLECTOR PLATE	335
99W	.3.3L HYBRID	NC			
44B	.10-SP MOD HYBRD	NC			
52P	DR LOCK PLUNGER	160			
	CA BOARD FEES	NC			
	FLEET SPCL ADJ	NC			
17A	AUX CLIMATE CTL	610			
425	50 STATE EMISS	NC			
43D	COURTESY DISABL	25			

TOTAL BASE AND OPTIONS 51465

TOTAL 51465

\*THIS IS NOT AN INVOICE\*

\*TOTAL PRICE EXCLUDES COMP PR

\* MORE ORDER INFO NEXT PAGE \*

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QD05471

PRICE	\$47,037.00
DOC	\$85.00
SALES TAX 8.25%	\$3,887.57
FILING FEE	\$33.00
TIRE FEE	\$8.75
TOTAL	\$51,051.32
units	5
5 unit EXTENSION	\$255,256.58

CNGP530

## VEHICLE ORDER CONFIRMATION

01/10/23 17:19:58

==&gt;

Dealer: F71439

2023 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 0000 Priority: H1 Ord FIN: QQ201 Order Type: 5B Price Level: 320

Ord PEP: 500A Cust/Flt Name: CITYOFWASCO PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

\*THIS IS NOT AN INVOICE\*

794 PRICE CONCESSN

\*TOTAL PRICE EXCLUDES COMP PR

REMARKS TRAILER

85D FRT CNSL MT DEL NC

86T RR TAILLAMP HSG 60

87R RR VIEW MIR/CAM NC

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1495

TOTAL BASE AND OPTIONS 51465

TOTAL 51465

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F5=Add to Library

F9=View Trailers

S005 - INQUIRY IS COMPLETE.

QD05471