



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, July 24, 2024 at 6:00 PM

Kerman City Hall, 850 S. Madera Avenue, Kerman, CA 93630

LEVINE ACT DISCLOSURE. Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Council Members are also required to make such disclosures and recuse themselves.

CONFLICT OF INTEREST. City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure of financial interest when the item is called and recuse themselves.

1. OPENING CEREMONIES

- A. Call to Order
- B. Roll Call
- C. Invocation
- D. Flag Salute

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

To accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed.

3. PRESENTATIONS/CEREMONIAL MATTERS

None.

4. PUBLIC FORUM (for matters not on agenda)

This portion of the meeting is reserved for members of the public to address the Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. It is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council on items on the Agenda should notify the Mayor when that Agenda item is called, and the Mayor will recognize your discussion at that time. It should be noted that the Council is prohibited by law from taking any

action on matters discussed that are not on the Agenda. Speakers are asked to please use the microphone, and provide their name and address.

5. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

A. SUBJECT: Minutes - July 10, 2024

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Warrants (JA)

1. Nos. 29691-29795 \$2,047,875.17 ACH \$62,168.64.

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented.
(Pursuant to Government Code 37208)

C. SUBJECT: Payroll (JA)

07/23/2024 - 07/06/2024: \$210,898.93; Retro Pay & Other: \$1,711.96; Overtime: \$14,630.91; Holiday at 1/2: \$1,705.49; Standby: \$1,803.07; Comp Time Earned: 24.23

RECOMMENDATION: Council approve payroll as presented.

D. SUBJECT: Monthly Investment Report (JA)

RECOMMENDATION: Council accept monthly investment report as presented.

E. SUBJECT: Resolution concerning Local Transportation Purposes Funds (Measure "C") (JA)

RECOMMENDATION: Council by motion adopt resolution approving submittal of Local Transportation Purposes Certification and Claim for Fiscal Year 2024/2025 (Measure "C").

F. SUBJECT: Resolution Approving the 2024-2027 Agreement with the County of Fresno for Police Dispatch Services (SW)

RECOMMENDATION: Council by motion adopt resolution approving the 2024-2027 Service Agreement with County of Fresno for Law Enforcement Dispatch Services.

G. SUBJECT: Consideration of a Code Text Amendment application to amend Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences (MC).

RECOMMENDATION: City Council (Council) by motion (1) approve a finding that the project is not subject to the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) and (2) waive the second reading of the ordinance and adopt a Code Text Amendment amending Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences.

6. PUBLIC HEARINGS

These hearings are scheduled at the time stated and will be heard by the Council as close to the time stated as possible.

- A. **SUBJECT:** Public Hearing and Approval of Resolution Confirming Diagram and Assessments for the Annual Levy, 2024-2025, for Landscaping and Lighting District No. 1 (JG)

RECOMMENDATION: Council conduct a public hearing, receive public testimony, and adopt resolution confirming the diagram and assessments for Landscaping and Lighting District No. 1 for the 2024-2025 annual levy in the amounts specified and authorize the City Clerk to record the diagram and assessment with the Fresno County Auditor-Controller.

7. DEPARTMENT REPORTS

- A. **SUBJECT:** Resolution approving Memorandum of Understanding by and between the City of Kerman and the Kerman Miscellaneous Employees Association (KMEA) for July 1, 2024 through June 30, 2027 (JAJ)

RECOMMENDATION: Council adopt a Resolution (Attachment A) approving Memorandum of Understanding by and between the City of Kerman and the Kerman Miscellaneous Employees Association (KMEA) for July 1, 2024 through June 30, 2027.

- B. **SUBJECT:** Resolution Approving Professional Service Agreement with PBK Architects Inc. for Design Work, Construction Drawings and Bid Documents for Kerman Community Safety Center located at 15061 West "C" Street in the amount of \$650,000 (JAJ)

RECOMMENDATION: Council adopt resolution approving Professional Service Agreement with PBK Architects Inc. for Design Work, Construction Drawings and Bid Documents for Kerman Community Safety Center located at 15061 West "C" Street in the amount not to exceed \$650,000.

8. CITY MANAGER/STAFF COMMUNICATIONS

9. MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

(This portion of the meeting is reserved for the Mayor and Council Members (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items at the request of a Council Member, and (iv) to take action on matters initiated under this section of the agenda items. Under this section the Council may take action only on items specifically agendaized and which meet other requirements for action.)

10. CLOSED SESSION

If desired, members of the public may comment on Closed Session items. Members of the public wishing to address the Council on Closed Session items should notify the Mayor when that item is called, and the Mayor will recognize your discussion at that time. It should be noted that the Council is prohibited from discussing or addressing comments on Closed Session items.

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Gov. Code § 54956.8)
Property: APN 023-481-01S
Agency Negotiator: John Jansons, City Manager
Negotiating Party: Moore Trust
Under Negotiation: Price and Terms
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Gov. Code § 54956.8)
Property: APN -023 204 10S
Agency Negotiator: John Jansons, City Manager
Negotiating Party: Jasmin Gonzalez
Under Negotiation: Price and Terms
- C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Gov. Code § 54956.8)
Property: APN 025-20025S
Agency Negotiator: John Jansons, City Manager
Negotiating Party: Earl and Janice Giacolini
Under Negotiation: Price and Terms

11. ADJOURNMENT

NOTICE OF AVAILABILITY OF AGENDA MATERIALS: Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's Office located at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.net.

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.net or upon request by emailing the City Clerk at publicmeeting@cityofkerman.org or calling (559) 846-9450. The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please contact the City Clerk at (559) 846-9450 or email at publicmeeting@cityofkerman.org so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. The meeting room is accessible to persons with physical disabilities.

AGENDA POSTING CERTIFICATION

I, Dalia Santana Zamudio, Deputy City Clerk for the City of Kerman, do hereby declare under penalty of perjury that I caused the above agenda to be posted at City of Kerman Council Chambers at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.net.

Date: July 19, 2024 /s/ Dalia Santana Zamudio, Deputy City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, July 10, 2024 at 6:00 PM

Kerman City Hall, 850 S. Madera Avenue, Kerman, CA 93630

1. OPENING CEREMONIES

- A. Call to Order - **6:00 p.m.**
- B. Roll Call - **All present except Councilmember Coleman and Mayor Pro Tem Nijjer.**
- C. Invocation - **Performed by Mayor Pacheco.**
- D. Flag Salute - **Performed.**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion made by Councilmember Yep, Seconded by Councilmember Herrera

Ayes: Yep, Herrera, Pacheco

Noes: None

Abstain: None

Absent: Coleman, Nijjer

Motion passes 3-0-0-2

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Certificate Presentation: Allison Lemm & Andrew Molloy - **Presented.**
- B. Recognition of Officer Gempis - **Presented.**

4. PUBLIC FORUM *(for matters not on agenda)*

Rhonda Tate, Suzanne Lanfranco

5. CONSENT CALENDAR

- A. **SUBJECT:** Minutes - June 26, 2024

RECOMMENDATION: Council approve minutes as presented.

- B. **SUBJECT:** Warrants (JA)

- 1. Nos. 29589-29690 \$736,770.70 ACH \$108,907.64.

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented.
(Pursuant to Government Code 37208)

C. SUBJECT: Payroll (JA)

06/09/2024 to 06/22/2024: \$206,481.98; Retro Pay & Other: \$2,290.07; Overtime: \$13,391.54; Standby: \$1,916.68; Comp Time Earned: 60

RECOMMENDATION: Council approve payroll as presented.

D. SUBJECT: Adopt Resolution Authorizing City Manager to Sign and File a Financial Assistance Application to the State Water Resources Control Board Drinking Water State Revolving Fund for the Water Quality Improvement Project (MB)

RECOMMENDATION: Council by motion adopt resolution authorizing the City Manager to sign and file a Financial Assistance Application to the State Water Resources Control Board (SWRCB) Drinking Water State Revolving Fund (DWSRF) for the Water Quality Improvement Project. - **Res. 24-53**

E. SUBJECT: Resolution of Intention to Levy and Collect the Annual Assessments for Landscape and Lighting District No. 1 (JG)

RECOMMENDATION: Council by motion adopt resolution of intention to levy and collect the annual assessments for Landscape and Lighting District No. 1 and set the date for the required public hearing for July 24, 2024. - **Res. 24-54**

Motion made by Councilmember Yep, Seconded by Councilmember Herrera

Ayes: Yep, Herrera, Pacheco

Noes: None

Abstain: None

Absent: Coleman, Nijjer

Motion passes 3-0-0-2

6. PUBLIC HEARINGS

Opened 6:18 p.m.

A. SUBJECT: Consideration of a Code Text Amendment application to amend Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences (MC)

RECOMMENDATION: City Council conduct a public hearing, waive full reading, and introduce a Code Text Amendment application (OTA 2024-03) amending Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section

17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences. – **Ord. 24-04**

Motion made by Councilmember Herrera, Seconded by Councilmember Yep

Ayes: Herrera, Yep, Pacheco

Noes: None

Abstain: None

Absent: Coleman, Nijjer

Motion passes 3-0-0-2

Closed 6:55 p.m.

7. DEPARTMENT REPORTS

- A. SUBJECT:** Resolution Approving Cellular Tower Lease with T-Mobile West LLC, a Delaware limited liability company, for property located at 15061 West “C” Street, Kerman, also known as Assessor’s Parcel Numbers 023-204-14SU and 023-204-16SU (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving Cellular Tower Lease with T-Mobile West LLC, a Delaware limited liability company, for property located at 15061 West “C” Street, Kerman California also known as Assessor’s Parcel Numbers 023-204-14SU and 023-204-16SU. – **Res. 24-55**

Motion made by Councilmember Herrera, Seconded by Councilmember Yep

Ayes: Herrera, Yep, Pacheco

Noes: None

Abstain: None

Absent: Coleman, Nijjer

Motion passes 3-0-0-2

8. CITY MANAGER/STAFF COMMUNICATIONS

9. MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

Council directed staff to bring forward future agenda items;

- 1. Prepare a report outlining the current process of obtaining a business and fees for the evaluation of the process.**
- 2. Discussion to acquire land on the East side of Kerman, for future facilities.**

10. CLOSED SESSION - 7:17 p.m.

- A. Pursuant to Government Code Section 54957.6**
CONFERENCE WITH LABOR NEGOTIATORS
 Agency Designated Representatives: City Manager
 Employee Organization: Kerman Miscellaneous Employees Association

- B. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organization: Kerman Peace Officers Association
- C. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9)
Eric Antuna, Appellant v. City of Kerman, Respondent
Court of Appeal, Fifth Appellate District Case No. F086661

Reconvene 8:38 p.m. with no reportable action. Three members were present.

11. ADJOURNMENT - 8:38 p.m.

MINUTES CERTIFICATION

I, Josie Camacho, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that the above minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at Kerman City Hall, 850 S. Madera Ave, Kerman, CA.

Date: July 11, 2024 /s/ Josie Camacho, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
Printed: 7/12/2024 3:41 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	06/28/2024	7,924.29
ACH	10517	FEDERAL TAXES PAYROLL	06/28/2024	49,575.47
ACH	10518	KERMAN POLICE OFFICERS ASSN	06/28/2024	625.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	06/28/2024	270.00
ACH	10520	ICMA-RC	06/28/2024	3,773.38
Total for 6/28/2024:				62,168.64
29691	UB*01830	WILLIAM FUERST	07/02/2024	118.48
29692	UB*01829	BENITO GONZALEZ III	07/02/2024	17.12
29693	UB*01827	ROLANDO GONZALEZ JR	07/02/2024	137.80
29694	UB*01826	JOAO LOPES	07/02/2024	252.70
29695	UB*01828	BERTA REAGIN	07/02/2024	237.48
29696	UB*01831	JUANITA VELEZ	07/02/2024	171.26
Total for 7/2/2024:				934.84
29697	12257	AMERITAS LIFE INSURANCE CORP- V	07/03/2024	744.76
29698	12489	JOSE ARCIGA	07/03/2024	133.00
29699	10037	ASCAP	07/03/2024	441.00
29700	11355	BADGER METER	07/03/2024	1,260.00
29701	12498	CALIFORNIA ASSOCIATION OF CODE	07/03/2024	545.00
29702	10074	CALIFORNIA PARK/RECREATION SOC	07/03/2024	535.00
29703	10076	CALIFORNIA POLICE CHIEFS ASSOC	07/03/2024	520.00
29704	10077	CALIFORNIA RURAL WATER ASSOC	07/03/2024	1,582.00
29705	10086	CELLEBRITE USA INC	07/03/2024	10,570.58
29706	10109	AUDITOR CONTROLLER/TREASURER	07/03/2024	4,445.91
29707	10143	ECS IMAGING INC	07/03/2024	4,098.50
29708	12521	EDIS	07/03/2024	1,346.00
29709	10162	FRESNO COUNTY TREASURER	07/03/2024	23,101.19
29710	10193	HAVENS SECURITY INC	07/03/2024	45.00
29711	10250	LIEBERT CASSIDY WHITMORE	07/03/2024	2,600.00
29712	12576	MAINTAIN X	07/03/2024	4,116.00
29713	12629	RIO HONDO COLLEGE	07/03/2024	178.00
29714	12627	JOSE RUIZ	07/03/2024	209.00
29715	10168	UNITY IT	07/03/2024	2,004.05
29716	12628	FRANCISCO VASQUEZ	07/03/2024	209.00
29717	10021	ALERT O LITE	07/03/2024	163.60
29718	11355	BADGER METER	07/03/2024	432.54
29719	10617	C A REDING CO INC	07/03/2024	138.43
29720	10452	CITY OF FRESNO WMD	07/03/2024	174.00
29721	10114	CROWN SHORT LOAD CONCRETE	07/03/2024	852.18
29722	10128	DEPARTMENT OF JUSTICE	07/03/2024	140.00
29723	10458	RAUL HERRERA ECN POLYGRAPH AN	07/03/2024	250.00
29724	12521	EDIS	07/03/2024	9,335.41
29725	10157	FERGUSON ENTERPRISES INC	07/03/2024	1,032.68
29726	11550	FRESNO COUNTY SHERIFFS OFFICE -	07/03/2024	137.00

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
29727	10162	FRESNO COUNTY TREASURER	07/03/2024	197.81
29728	11358	GREAT AMERICA FINANCIAL SERVICE	07/03/2024	131.62
29729	12559	HORNE LLP	07/03/2024	18.63
29730	10250	LIEBERT CASSIDY WHITMORE	07/03/2024	2,261.00
29731	12618	MAINSTREET DESIGNS INC	07/03/2024	149.44
29732	12630	MICHAEL CARDIEL OR CITY OF KERN	07/03/2024	131.48
29733	10265	MONTOY LAW CORPORATION	07/03/2024	6,277.00
29734	10266	MOORE TWINING ASSOCIATES INC	07/03/2024	80.00
29735	10282	OFFICE DEPOT	07/03/2024	415.35
29736	10289	P.G.& E.	07/03/2024	6,201.29
29737	10290	PACIFIC GAS & ELECTRIC	07/03/2024	14,415.57
29738	10331	SEBASTIAN	07/03/2024	253.18
29739	10862	SIGNMAX	07/03/2024	239.88
29740	12573	SOUTH VALLEY COMPANIES INC	07/03/2024	316,350.00
29741	11460	SUPERIOR POOL PRODUCTS LLC	07/03/2024	1,498.30
29742	10371	TJ LAW & ASSOCIATES INVESTIGATIVE	07/03/2024	1,600.00
29743	10168	UNITY IT	07/03/2024	6,142.68
29744	12178	VALLEY ANIMAL CENTER SPAY & NEUTER	07/03/2024	280.80
29745	10399	VETERINARY MEDICAL CENTER	07/03/2024	208.00
29746	11328	VSS INTERNATIONAL	07/03/2024	783,071.46
Total for 7/3/2024:				1,211,263.32
29747	UB*01832	MIRIAM TORRES	07/10/2024	207.48
Total for 7/10/2024:				207.48
29748	11493	24 / 7 PET VETS	07/11/2024	1,075.80
29749	11387	LUISA AGUIRRE	07/11/2024	528.00
29750	10021	ALERT O LITE	07/11/2024	176.14
29751	12537	AMERITAS GROUP INSURANCE CORP	07/11/2024	782.70
29752	12634	VERNA BARCOMA	07/11/2024	10.00
29753	10056	BOGIE'S PUMP SYSTEMS	07/11/2024	10,636.40
29754	10617	C A REDING CO INC	07/11/2024	97.52
29755	10067	CALIFORNIA BUILDING STANDARDS	07/11/2024	641.70
29756	10106	CON EDISON CLEAN ENERGY	07/11/2024	30,003.56
29757	11874	CSG CONSULTANTS INC	07/11/2024	24,193.00
29758	10126	DEPARTMENT OF CONSERVATION	07/11/2024	2,703.07
29759	10136	DIVISION OF THE STATE ARCHITECT	07/11/2024	67.60
29760	10800	FRESNO OXYGEN #5	07/11/2024	52.57
29761	12636	KELLY GORDON	07/11/2024	5.00
29762	10185	GRAINGER	07/11/2024	6.43
29763	11358	GREAT AMERICA FINANCIAL SERVICE	07/11/2024	522.69
29764	12632	MARIO HERNANDEZ	07/11/2024	450.00
29765	12617	INTIME	07/11/2024	2,640.00
29766	12633	ALEJANDRA JUAREZ	07/11/2024	5.00
29767	10239	KERWEST INC	07/11/2024	1,743.00
29768	10678	MAC'S EQUIPMENT INC	07/11/2024	804.18
29769	10261	MID VALLEY DISPOSAL INC	07/11/2024	142,756.92
29770	10282	OFFICE DEPOT	07/11/2024	10.20
29771	11833	ORKIN	07/11/2024	127.99
29772	10289	P.G.& E.	07/11/2024	3,297.72
29773	12523	PAMOIST PET HOSPITAL	07/11/2024	778.50
29774	10305	PITNEY BOWES BANK INC PURCHASING	07/11/2024	378.13
29775	12026	PRECISION CIVIL ENGINEERING INC	07/11/2024	24,139.27
29776	10319	RENO'S HARDWARE	07/11/2024	309.02
29777	12635	MARIBEL SANTOS	07/11/2024	15.00

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
29778	11506	SCA OF CA LLC	07/11/2024	11,304.00
29779	10331	SEBASTIAN	07/11/2024	363.23
29780	10332	SEBASTIAN	07/11/2024	3,227.85
29781	10337	SLUMBERGER LUMBER	07/11/2024	964.66
29782	12054	SPARKLETTS	07/11/2024	103.37
29783	10754	THE HOME DEPOT PRO-SUPPLY WOR	07/11/2024	109.84
29784	12290	VERIZON	07/11/2024	1,364.40
29785	12348	BRADY INDUSTRIES	07/11/2024	491.46
29786	BP-CALI2	CALIFORNIA PERMITS	07/11/2024	131.10
29787	10115	CSJVRMA	07/11/2024	556,860.00
29788	11999	DOG WASTE DEPOT	07/11/2024	259.11
29789	10439	FAMILY HEALING CENTER	07/11/2024	1,000.00
29790	11181	NORTH KINGS GROUNDWATER SUST	07/11/2024	5,386.49
29791	10305	PITNEY BOWES BANK INC PURCHASI	07/11/2024	165.71
29792	11006	RIGHT NOW PHLEBOTOMY	07/11/2024	125.00
29793	10371	TJ LAW & ASSOCIATES INVESTIGATIC	07/11/2024	1,600.00
29794	12637	TRAFFIC SAFETY STORE	07/11/2024	497.66
Total for 7/11/2024:				832,910.99
29795	11140	FRESNO TRUCK CENTER	07/12/2024	2,558.54
Total for 7/12/2024:				2,558.54
Report Total (110 checks):				2,110,043.81

PAY PERIOD: June 23, 2024 - July 06, 2024

	RETRO PAY		OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS	COMP TIME
	SALARY	& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	SALARY	EARNED
GRAND TOTAL:	\$210,898.93	\$1,711.96	294.76	\$14,630.91	92.5	\$1,705.49	72	\$1,803.07	\$ 230,750.35	24.23

CITY OF KERMAN CD/Securities Portfolio As of June 30, 2024										Section 5, Item D.
Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2023 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2024 Book Balance	Fair Value	Interest Paid
CD's:										
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00	(98,000.00)		-	-	-
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00	(98,000.00)		-	-	-
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00	(51,000.00)		-	-	-
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00	(96,000.00)		-	-	-
Morgan Stanley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00	(240,000.00)		-	-	3,927.45
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00	(97,000.00)		-	-	1,587.35
UBS Bank Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00	(98,000.00)		-	-	1,097.34
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00	(48,000.00)		-	-	1,512.00
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00	(248,000.00)		-	-	3,822.94
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00	(205,000.00)		-	-	5,256.14
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00	(245,000.00)		-	-	7,020.77
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	244,958.35	4,053.58
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	244,958.35	4,053.58
Customers Bank Phoenixville PA	615-030525-245	4.70%	2/16/23	8/16/24	250,000.00			250,000.00	249,697.50	11,750.00
Charles Schwab Bank	615-030525-245	5.20%	3/7/23	9/16/24	250,000.00			250,000.00	249,870.00	13,035.61
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24	249,000.00			249,000.00	248,238.06	10,861.20
Morgan Stanley Private National Bank	615-030525-245	4.80%	4/20/23	10/21/24	244,000.00			244,000.00	243,533.96	11,744.08
Western Alliance Bank	615-030525-245	4.85%	4/13/23	10/21/24	244,000.00			244,000.00	243,475.40	11,866.42
Brookline Bank Mass	615-030525-245	5.30%	8/30/23	10/30/24		248,000.00		248,000.00	247,967.76	9,867.01
Morgan Stanley Bank	615-030525-245	5.20%	8/30/23	3/3/25		243,000.00		243,000.00	242,893.08	6,335.31
Bank of Wisconsin	615-030525-245	5.40%	9/27/23	4/2/25		248,000.00		248,000.00	248,285.20	8,952.44
Merrick Bank	615-030525-245	5.40%	9/27/23	4/4/25		248,000.00		248,000.00	248,287.68	8,952.44
Synchrony Bank	615-030525-245	5.50%	11/3/23	5/5/25		243,000.00		243,000.00	243,417.96	6,664.19
Bank of America	615-030525-245	5.50%	11/8/24	5/8/25		243,000.00		243,000.00	243,391.23	6,664.19
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	238,863.68	2,735.47
Capital One National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	240,594.90	4,114.99
Pacific Member Bank Irvine	615-030525-245	5.00%	3/15/24	9/15/25		243,000.00		243,000.00	242,477.55	-
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25	245,000.00			245,000.00	240,408.70	8,721.33
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	235,252.71	1,248.41
Bank of Hapoalim B M New York	615-030525-245	5.05%	4/24/24	10/29/25		200,000.00		200,000.00	199,798.00	-
Flagstar Bank National Association	615-030525-245	5.20%	6/11/24	1/13/26		243,000.00		243,000.00	243,546.75	-
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24	500,000.00			500,000.00	498,065.00	20,000.00
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25	500,000.00			500,000.00	498,580.00	25,109.72
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26	500,000.00			500,000.00	498,680.00	25,358.33

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2023 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2024 Book Balance	Fair Value	Interest Paid
United Security Bank CD										
United Security Bank	1317802	4.75%	2/2/24	2/2/26		250,000.00		250,000.00	250,000.00	-
United Security Bank	1317802	4.75%	6/27/24	6/27/26		250,000.00		250,000.00	250,000.00	-
Total CD's		Average Rate	4.41%		5,738,000.00	1,135,000.00	-	6,873,000.00	6,835,241.82	226,548.07

Securities America Sweep Program
Beginning Balance

Transfers In/(Out)	7/6/23	269.84	269.84							
	7/13/23	243,927.45	243,927.45							
	7/14/23	12.06	12.06							
	7/17/23	890.26	890.26							
	7/28/23	(220,006.56)	(220,006.56)							
	7/31/23	(25,093.05)	(25,093.05)							
	7/31/23	34.06	34.06							
	8/4/23	98,587.35	98,587.35							
	8/8/23	1,028.62	1,028.62							
	8/15/23	933.15	933.15							
	8/17/23	5,826.71	5,826.71							
	8/30/23	(106,409.89)	(106,409.89)							
	8/31/23	26.81	26.81							
	9/1-9/26/23	24,703.61	24,703.61							
	9/26/23	(24,729.46)	(24,729.46)							
	10/1-10/31	112,157.47	112,157.47							
	10/30/23	(112,140.28)	(112,140.28)							
	11/1-11/30	246,219.90	246,219.90							
	11/3/24	(18.15)	(18.15)							
	11/8/23	(243,000.00)	(243,000.00)							
	11/29/23	(3,219.50)	(3,219.50)							
	12/1-12/31	6,594.11	6,594.11							
	12/1/23	(0.40)	(0.40)							
	12/27/23	(6,593.54)	(6,593.54)							
	1/2-1/17	16,499.25	16,499.25							
	1/30/24	(15,383.48)	(15,383.48)							
	2/1-2/27	(1,116.34)	(1,116.34)							
	2/29/24	7,415.64	7,415.64							
	3/1-3/31	(7,421.70)	(7,421.70)							
	4/1-4/30	(1,110.28)	(1,110.28)							
	5/1-5/31	36.01	36.01							
	6/1-6/30	1,080.33	1,080.33							
		-	(0.00)	-		(0.00)		(0.00)	(0.00)	-

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2023 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2024 Book Balance	Fair Value	Interest Paid
Local Agency Investment Fund										
Beginning Balance	98-10-400				12,165,605.11			12,165,605.11		-
	Interest	3.15%	7/14/23			95,517.05		95,517.05		95,517.05
		3.59%	10/13/23			110,565.87		110,565.87		110,565.87
		4.00%	1/12/24			124,287.89		124,287.89		124,287.89
		4.30%	4/15/24			140,569.77		140,569.77		140,569.77
	Transfers In/(Out)							-		
			3/21/24			5,000,000.00		5,000,000.00		
								-		
	Total - LAIF	3.76%			12,165,605.11	5,470,940.58	-	17,636,545.69	17,636,545.69	470,940.58
Central Valley Money Market Acct										
Beginning Balance	015030960				8,640,558.56			8,640,558.56		
	Interest		7/31/23			587.08		587.08		587.08
			8/31/23			587.12		587.12		587.12
			9/29/23			549.28		549.28		549.28
			10/31/23			606.14		606.14		606.14
			11/30/23			568.30		568.30		568.30
			12/31/23			549.39		549.39		549.39
			1/31/24			625.21		625.21		625.21
			2/29/24			549.47		549.47		549.47
			3/31/24			439.91		439.91		439.91
			4/30/24			255.69		255.69		255.69
			5/31/24			247.72		247.72		247.72
			6/30/24			223.76		223.76		223.76
	Transfers In/(Out)							-		
			3/21/24			(5,000,000.00)		(5,000,000.00)		
								-		
		0.08%						-		
					8,640,558.56	(4,994,210.93)	-	3,646,347.63	3,646,347.63	5,789.07
Subtotal All City Investments		2.75%			26,544,163.67	1,611,729.65	-	28,155,893.32	28,118,135.14	703,277.72
				Total Investments	26,544,163.67	1,611,729.65	-	28,155,893.32	28,118,135.14	703,277.72
								Market Value Adjustment	(37,758.18)	
								1,611,729.65		
								1,611,729.65		
								0.00		



STAFF REPORT

MEETING DATE: July 24, 2024

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Resolution concerning Local Transportation Purposes Funds (Measure “C”) (JA)

RECOMMENDATION: Council by motion adopt resolution approving submittal of Local Transportation Purposes Certification and Claim for Fiscal Year 2024/2025 (Measure “C”).

EXECUTIVE SUMMARY:

Each year the Fresno County Transportation Authority (FCTA) provides the City of Kerman with information regarding Measure “C” funding allocations that will be made available to the City throughout the new fiscal year. The City is required to approve and claim these allocation amounts by way of resolution before such funds can be disbursed to the City.

DISCUSSION:

The voters of Fresno County in 2006 approved an extension of the one-half cent sales tax increase known as Measure “C” to fund regional and local transportation projects. The Fresno County Transportation Authority (FCTA) is the administering agency for these funds. The FCTA, on an annual basis, determines the allocation of Measure “C” funds to all cities and the County of Fresno based on population and road miles.

For Fiscal Year 2024/2025 the FCTA is projecting \$37,975,415 in Measure “C” funds. The FCTA allocates these funds in the following categories:

Category	Amount
Street Maintenance	\$16,792,597
ADA Compliance	\$587,741
Flexible Funding	\$16,778,495
Ped/Trails Urban	\$2,359,743
Ped/Trails Rural	\$582,723
Bicycle Facilities	\$874,117
Total	\$37,975,415

The allocations for the City of Kerman are:

Category	Amount
Street Maintenance	\$284,322
ADA Compliance	\$9,951
Flexible Funding	\$348,103
Total	\$642,376

These allocations are based on Kerman’s 2024 population of 17,256 and 50.9 road miles. These revenues are a critical funding source to help the City maintain streets, sidewalks and infrastructure.

The City Council must adopt a resolution claiming Fiscal Year 2024/2025 Measure “C” funds and agreeing to spend the funds for local transportation related purposes, to separately account for the funds and to report prior fiscal years funding claims by November 15, 2024.

FISCAL IMPACT:

The City of Kerman will receive a total of \$642,376 in Measure “C” funds in Fiscal Year 2024/2025, according to the Fresno County Transportation Authority.

ATTACHMENTS:

- A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION NO. 24-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
SUBMITTAL OF LOCAL TRANSPORTATION PURPOSES CERTIFICATION AND
CLAIM FOR FISCAL YEAR 2024/2025 (MEASURE “C”)**

WHEREAS, the City of Kerman is an eligible claimant of funds for Local Transportation Purposes pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2024/2025 setting the City of Kerman’s percentage at 1.69% which shall be the proportionate share of local Transportation Purposes monies to which the City shall be entitled within the Fiscal Year.

NOW, THEREFORE, the City Council of the City of Kerman resolves as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. The City of Kerman hereby submits its Local Transportation Purposes Certification and Claim for Fiscal Year 2024/2025 attached as **Exhibit ‘A’** and incorporated by reference.
3. The City of Kerman hereby requests the release of funds to the City on a monthly payment basis, consistent with the adopted apportionment and proportionate to the receipts.
4. The City Council of the City of Kerman certifies:
 - a. Local Transportation Purposes Funds will not be used to substitute for property tax funds which the City of Kerman had previously used for Local Transportation Purposes; and
 - b. City of Kerman has and will segregate property tax revenues from the City’s other general funds revenues used to support Local Transportation so that verification of non-substitution can be proved through audit; and
 - c. City of Kerman shall separately account for Local Transportation Purposes Funds received, pursuant to California Public Utilities Code Section 142257. The City shall maintain records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time; and

d. City shall complete the prior fiscal years reporting requirements and claims forms no later than November 15, 2024. Reports not filed with the Authority by November 15, 2024 will result in a stoppage of allocations until a completed report is filed for each program and sub-program.

5. The City of Kerman understands that should a financial or compliance audit reveal that the City of Kerman violated any of the requirements set forth in paragraph 3 (a), (b), (c) or (d), the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.

6. The City hereby requests the Authority to allocate all funds that become available from the Local Transportation Purpose Funds to the City for Fiscal Year 2024/2025, as identified in the attached claim forms and indicated below, in accordance with the adopted “Procedures for Administration of Funds for Local Transportation Purposes”:

Category	Amount
Street Maintenance	\$284,322
ADA Compliance	\$9,951
Flexible Funding	\$348,103
Total	\$642,376

7. This resolution is effective upon adoption.

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 24th day of July 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Exhibit 'A'

MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2024-25

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799 Contact: Josephina Alvarez, Finance Director

Telephone: (559) 846-4682 FAX: Email Address: jalvarez@cityofkerman.org

1. Applicable Funding Program: (Check One)
- | | | |
|---|--|--|
| Regional Public Transit Program | Local Transportation Program | Alternative Transportation Program |
| ☐ Fresno Area Express | ☒ Street Maintenance | ☐ Rail Consolidation Subprogram |
| ☐ Clovis Transit | ☐ ADA Compliance | Environmental Enhancement Program |
| ☐ FCRTA | ☐ Flexible Funding | ☐ School Bus Replacement |
| ☐ PTIS/Transit Consolidation | ☐ Pedestrian/Trails Urban | ☐ Transit Oriented Infrastructure for In-Fill |
| ☐ ADA/Seniors/Paratransit | ☐ Pedestrian/Trails Rural | Administrative/Planning Program |
| ☐ Farmworker Van Pools | ☐ Bicycle Facilities | ☐ Fresno COG |
| ☐ Car/Van Pools | Regional Transportation Program | |
| ☐ New Technology Reserve | ☐ Fresno Airports | |
2. The City of Kerman (claimant) is an eligible claimant of funds for local transportation purposes pursuant to Local Agency Name California Public Utilities Code Section 142257.
3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2024-25 setting 1.69% of \$16,792,597 (or \$284,322) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:
- (a) Monthly payments consistent with adopted percentage, based on actual receipts
 - (b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding
4. On behalf of claimant, I hereby certify as follows:
- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
 - (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
 - (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.
5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature:	
Title:	
Date:	

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2024-25**

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Josephina Alvarez

Telephone: (559) 846-4682

FAX: _____

Email Address: j.alvarez@cityofkerman.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
☐ Clovis Transit
☐ FCRTA
☐ PTIS/Transit Consolidation
☐ ADA/Seniors/Paratransit
☐ Farmworker Van Pools
☐ Car/Van Pools
☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
☒ ADA Compliance
☐ Flexible Funding
☐ Pedestrian/Trails Urban
☐ Pedestrian/Trails Rural
☐ Bicycle Facilities
☐ Regional Transportation Program
☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
☐ Environmental Enhancement Program
☐ School Bus Replacement
☐ Transit Oriented Infrastructure for Infill
☐ Administrative/Planning Program
☐ Fresno COG

2. The City of Kerman claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2024-25 setting 1.69% of \$587,741 (or \$9,951) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
(b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
(b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
(c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature:	
Title:	
Date:	

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2024-25**

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Carolina Comacho, Finance Director

Telephone: (559) 846-4682

FAX: _____

Email Address: c.camacho@cityofkerman.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☒ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- ☐ Regional Transportation Program
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- ☐ Environmental Enhancement Program
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- ☐ Administrative/Planning Program
- ☐ Fresno COG

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to Local Agency Name California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2024-25 setting 2.07% of \$16,778,495 (or \$348,103) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature:	
Title:	
Date:	

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D



STAFF REPORT

MEETING DATE: July 24, 2024

PRESENTER: Steve Wilkins, Chief of Police

SUBJECT: Resolution Approving the 2024-2027 Agreement with the County of Fresno for Police Dispatch Services (SW)

RECOMMENDATION: Council by motion adopt resolution approving the 2024-2027 Service Agreement with County of Fresno for Law Enforcement Dispatch Services.

EXECUTIVE SUMMARY:

The City of Kerman has been in agreement with the County of Fresno (County), through its Sheriff-Coroner-Public Administrator’s Office (Sheriff), to handle police dispatch services for the Kerman Police Department. Under the agreement, the Sheriff will receive phone calls for service originating in the City of Kerman and will dispatch Kerman Police personnel in response to such requests. The Sheriff will provide these services 24 hours a day, each day of the year. This agreement is a renewal of a continuing agreement that has been in effect for many years. As indicated in the Agreement (**Exhibit ‘A’** to Resolution), the rate specified per resident (Dispatcher Per Capita) to be charged by COUNTY, and subsequently paid by CITY, are the rates set forth in the County’s Master Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), for performing the dispatching services under this Agreement.

DISCUSSION:

Historically, the Kerman Police Department has utilized the services of the Fresno County Sheriff-Coroner-Public Administrator’s Office Dispatch Center as Kerman’s primary law enforcement communications center. All 9-1-1 and non-emergency calls for service that originate within the city limits of Kerman direct to the Sheriff-Coroner’s Office Dispatch Center where the calls are logged and then the information relayed via radio and computer-aided dispatch to the Kerman Police personnel. The dispatch service is a 24/7 operation. This 2024-2027 agreement is a continuation of the existing agreement with the County of Fresno.

FISCAL IMPACT:

The current dispatch fee effective for the term July 01, 2024 – June 30, 2025 is \$16.35 per city resident. The monthly charge during the rest of the term following the end of FY 2024-25 (July 1, 2024 – June 30, 2025) will be determined upon approval of the MSF rate, as set forth in the COUNTY’s Master Schedule of Fees, Charges, and Recovered Costs, and total number of residents in CITY of that year, for the term of this Agreement.

ATTACHMENTS:

- A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION NO. 24-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF Kerman APPROVING THE 2024-2027
SERVICE AGREEMENT BETWEEN THE CITY OF Kerman AND THE COUNTY OF FRESNO FOR
LAW ENFORCEMENT DISPATCH SERVICES**

WHEREAS, the Kerman Police Department has utilized the services of the Fresno County Sheriff-Coroner-Public Administrator’s Office Dispatch Center as Kerman’s primary law enforcement communications center since 2010; and

WHEREAS, the services provided by the County are set forth by agreement between the City and County for law enforcement dispatch services; and

WHEREAS, the City desires to continue this agreement for Law Enforcement Dispatch Services.

NOW, THEREFORE, the City Council of the City of Kerman, California resolves as follows:

Section 1. The above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council approves the Service Agreement for County Dispatching Services with the County of Fresno as set forth in **Exhibit ‘A’** which is incorporated by reference.

Section 3. The City Manager is hereby authorized to execute the Agreement.

Section 4. This resolution is effective upon adoption.

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 24th day of July 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

EXHIBIT ‘A’

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated _____ and is between the County of Fresno, a political subdivision of the State of California (“County”) and City of Kerman, a municipal corporation, whose address is 850 S. Madera Avenue, CA 93630, hereinafter referred to as “City”. County and City may be collectively referred to herein as “Parties” or in the singular as “Party.”

Recitals

A. WHEREAS, City desires to secure law enforcement dispatch services/9-1-1 answering responsibilities for City from County, through the Fresno County Sheriff’s Office, within City’s boundaries;

B. WHEREAS, County has provided these services to City through its Sheriff’s Office or its designee (“Sheriff’s Office”) since July of 2010;

C. WHEREAS, County agrees to continue to render such law enforcement dispatch services/9-1-1 answering responsibilities for City within the City’s boundaries, and City agrees to pay County the cost of performing such services at the rates and according to the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

Article 1

County’s Services

1.1 **Scope of Services.** County shall provide law enforcement dispatch services as described in Exhibit A, attached and incorporated by this reference.

1.2 The performance of law enforcement dispatch/9-1-1 answering responsibilities for City, including the standards of performance, the discipline and control of personnel and officers, and all other matters incident to the performance of these services shall be the right and responsibility of County. In the case of a dispute between the Parties as to the extent, duties, or functions to be rendered under this Agreement, or the minimum level or manner of

such performance of such services, the determination made by the County, through its Sheriff's Office, shall be final and conclusive.

1.3 **Representation.** The County represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.4 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

City's Responsibilities

2.1 Obligations of the City. City agrees to convert the radios in its police vehicles to such frequencies as required by the Sheriff's Office's communications systems. City shall also place radios in its police vehicles that have a primary and secondary channeling ability, as determined by the Sheriff's Office, for the purpose of ensuring reasonable communications backup.

2.2 City shall have its police personnel use such alpha-numerical identifier system as determined by the Sheriff's Office, and City assumes responsibility for keeping the Sheriff's office communications system secure, as required by law.

2.3 City agrees that its personnel shall comply with the Sheriff's Office radio procedures, and that it shall hold its employees accountable for failing to comply with such radio procedures.

2.4 City shall timely pay County for services rendered under this Agreement, as provided in Article 3.

Article 3

Compensation, Invoices, and Payments

3.1 The City agrees to pay, and the County agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement, titled "Compensation." The parties also recognize and agree that the monthly compensation due to County for services rendered under this Agreement may be updated from time to time based upon changes to the "per resident charge" and "population estimate" figures in Exhibit B. County

shall provide City with written notice of charges to the monthly compensation due to County. Such notice shall be given in March of 2025, and yearly thereafter during the term of this Agreement. Upon City’s approval of the changes to the monthly compensation due to County due to changes to the “per resident charge” and “population estimate” figures, the new monthly compensation amount shall be effective July 1st of the same year notice of the change was given by County.

3.2 As indicated in Exhibit B, the rate specified per resident (Dispatcher Per Capita) to be charged by County, and subsequently paid by City, are the rates set forth in the County’s Master Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), for performing the dispatching services under this Agreement. The parties agree that if and when the Master of Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), is amended, changed, or revised, in any way that changes the rates being charged for the services identified in this Agreement, that the new rate will be charged by the County, and paid by the City, for any services provided pursuant to this Agreement and Exhibit B, from the date of the amendment, change, or revision, going forward. The parties further agree that if and when the Master of Schedule of Fees, Charges and Recovered Costs is amended changed, or revised, in any way that changes the rates being charged for the services identified in this Agreement and Exhibit B, replacing any contrary or conflicting rate, from the effective date of the amendment, change, or revision in the rate(s), and will become the new rate to be paid by the City to County for services provided, from the effective date of the rate change forward. The parties acknowledge that the County’s Master Schedule of Fees, Charges, and Recovered Costs is subject to change.

3.3 **Maximum Compensation.** The maximum compensation payable to the County under this Agreement shall not exceed \$1,692,421. The County acknowledges that the City is a local government entity, and does so with notice that the County’s powers are limited by the California Constitution and by State law, and with notice that County may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this

section. The County further acknowledges that City employees have no authority to pay the County except as expressly provided in this Agreement.

3.4 **Invoices.** The County shall submit monthly invoices to the City and City shall pay the County within thirty (30) calendar days of receipt of any such invoice. At the end of the Fiscal Year, or the expiration or termination of this Agreement, County may, in the discretion of Sheriff or its designee, submit a final invoice for all amounts then unpaid, including, but not limited to, any remaining, unpaid hours of dispatching services, as outlined in Article 1 and City shall pay the full amount of this final invoice within thirty (30) days of receipt thereof.

3.5 **Payment.** The City shall pay each correctly completed and timely submitted invoice within thirty (30) days after receipt. Any payment made more than thirty (30) days after receipt of an invoice may result in contract termination of service reduction, in the sole discretion of the Fresno County Sheriff's Office, without any penalty or recourse against County. City shall remit payments to the County's address specified in the invoice.

3.6 **Incidental Expenses.** The County is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective retroactive to July 1, 2024 and terminates on June 30, 2027, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Sheriff or his or her designee is authorized to sign the written approval on behalf of the County based on the City's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the City existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
Sheriff’s Captain
Sheriff-Coroner-Public Administrator
County of Fresno
2200 Fresno Street
Fresno, CA 93721Sheriff.Payables@fresnosheriff.orgFax: 559-600-8318

For the City:
City Manager
City of Kerman
850 S. Madera Avenue
Kerman, CA 93630
Fax No.: 559-846-6199

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the City provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6
Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the City, may:

- (A) Modify the services provided by the County under this Agreement; or
- (B) Terminate this Agreement.

6.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the City. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the City to cure the breach.

(B) If the City fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the City has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;

- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the City.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

Article 7

Independent Contractor

7.1 **Status.** In performance of the work, duties and obligations assumed by County under this Agreement, it is mutually understood and agreed that County, including any and all of County’s officers, agents, and employees, , will at all times be acting and performing as an independent contractor, and shall act in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the City. Furthermore, City shall have no right to control or supervise or direct the manner or method by which County shall perform its work and function. However, City shall retain the right to administer this Agreement so as to verify that County is performing its obligations in accordance with the terms and conditions thereof.

7.2 **Verifying Performance.** City and County shall comply with all applicable provision of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof. The City has no right to control, supervise, or direct the manner or method by which County shall perform its work or function., but the City may verify that the County is performing according to the terms of this Agreement.

7.3 **Benefits.** The Parties shall be solely liable and responsible for providing to, or on behalf of, there employees all legally-required employee benefits. In addition, Parties shall be solely responsible and save the other Party harmless from all matters relating to payment of each Party’s employees, including compliance with Social Security withholding and all other regulations governing such matters.

1 7.4 **Services to Others.** The parties acknowledge that, during the term of this
2 Agreement, the County may provide services to others unrelated to the County.

3 Article 8

4	Indemnity and Defense
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5 8.1 **Indemnity.** The City agrees to indemnify, save, hold harmless, and at County's
6 request, defend County, its officers, agents, and employees from any and all costs and
7 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
8 occurring or resulting to County in connection with the performance, or failure to perform, by
9 City, its officers, agents, or employees under this Agreement, and from any and all costs and
10 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
11 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
12 performance, or failure to perform, of City, its officers, agent, or employees under this
13 Agreement.

14 The County agrees to indemnify, save, hold harmless, and at City's request, defend
15 City, its officers, agents, and employees from any and all costs and expenses (including
16 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to City
17 in connection with the performance, or failure to perform, by County, its officers, agents, or
18 employees under this Agreement, and from any and all costs and expenses (including
19 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any
20 person, firm, or corporation who may be injured or damaged by the performance, or failure to
21 perform, of County, its officers, agent, or employees under this Agreement.

22 | 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

23 Article 9

24 Insurance

25 9.1 The City shall comply with all the insurance requirements in Exhibit D to this
26 Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The City shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the City’s records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The City shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the City’s compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If this Agreement exceeds \$10,000, the County and City shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the City may provide to the County. The County’s public disclosure of this Agreement or any record or data that the City may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the City may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the City may provide to the County, is subject to public disclosure as a public record under the California Public Records Act

(California Government Code, Title 1, Division 10, beginning with section 7920.000) (“CPRA”).

(E) This Agreement, and any record or data that the City may provide to the County, is subject to public disclosure as information concerning the conduct of the people’s business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the City may provide to the County shall be disregarded and have no effect on the County’s right or duty to disclose to the public or governmental agency any such record or data.

10.4 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the City’s possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the City deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County’s demand, the City shall (a) deliver to the County all of the requested records that are in the City’s possession or control, together with a written statement that the City, after conducting a diligent search, has produced all requested records that are in the City’s possession or control, or (b) provide to the County a written statement that the City, after conducting a diligent search, does not possess or control any of the requested records. The City shall cooperate with the County with respect to any County demand for such records. If the City wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The City’s assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days’ advance written notice to the City before disclosing any record subject to the City’s assertion of exemption from disclosure. The City shall indemnify the County for any court-

ordered award of costs or attorney’s fees under the CPRA that results from the City’s delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 Applicability. This Article 11 applies if the City is operating as a corporation, or changes its status to operate as a corporation.

11.2 Duty to Disclose. If any member of the City’s board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 Definition. “Self-dealing transaction” means a transaction to which the City is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 Modification. Any matters of this Agreement may be modified from time to time by written consent of all parties without, in any way, affecting the remainder. Except as provided in Article 6, “Termination and Suspension,” this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The City acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.2 Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.

12.4 Jurisdiction and Venue. This Agreement is signed and performed in Fresno County, California. City consents to California jurisdiction for actions arising from or related to

1 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
2 and maintained in Fresno County.

3 12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined
4 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
5 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
6 against either party.

7 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

8 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
9 only and are not part of this Agreement.

10 12.8 **Severability.** If anything in this Agreement is found by a court of competent
11 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
12 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
13 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
14 intent.

15 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
16 not unlawfully discriminate against any employee or applicant for employment, or recipient of
17 services, because of race, religious creed, color, national origin, ancestry, physical disability,
18 mental disability, medical condition, genetic information, marital status, sex, gender, gender
19 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
20 all applicable State of California and federal statutes and regulation.

21 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
22 of the City under this Agreement on any one or more occasions is not a waiver of performance
23 of any continuing or other obligation of the City and does not prohibit enforcement by the County
24 of any obligation on any other occasion.

25 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
26 between the City and the County with respect to the subject matter of this Agreement, and it
27 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
28 publications, and understandings of any nature unless those things are expressly included in

1 this Agreement. If there is any inconsistency between the terms of this Agreement without its
2 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
3 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
4 exhibits.

5 **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
6 create any rights or obligations for any person or entity except for the parties.

7 **12.13 Authorized Signature.** The City represents and warrants to the County that:

8 (A) The City is duly authorized and empowered to sign and perform its obligations
9 under this Agreement.

10 (B) The individual signing this Agreement on behalf of the City is duly authorized to
11 do so and his or her signature on this Agreement legally binds the City to the terms of
12 this Agreement.

13 **12.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
14 electronic signature as provided in this section.

15 (A) An “electronic signature” means any symbol or process intended by an individual
16 signing this Agreement to represent their signature, including but not limited to (1) a
17 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
18 electronically scanned and transmitted (for example by PDF document) version of an
19 original handwritten signature.

20 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
21 equivalent to a valid original handwritten signature of the person signing this Agreement
22 for all purposes, including but not limited to evidentiary proof in any administrative or
23 judicial proceeding, and (2) has the same force and effect as the valid original
24 handwritten signature of that person.

25 (C) The provisions of this section satisfy the requirements of Civil Code section
26 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
27 Part 2, Title 2.5, beginning with section 1633.1).
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(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

CITY OF KERMAN

(Authorized Signature)

Print Name & Title

Bernice E. Seidel

County of Fresno, State of California

By:

Subclass No.: 10000

Exhibit A

Scope of Services

Law Enforcement Dispatch Services: County agrees, through its Sheriff's Office, to receive phone calls at the Sheriff's Office communications center for requests to dispatch City's police department personnel in response to such requests. The dispatching services provided under this Agreement do not include, and the Sheriff's Office shall not provide, any dispatch services for requests for emergency medical services or fire suppression services. If the Sheriff's Office receives telephone calls requesting emergency medical services or fire suppression services within City boundaries, the Sheriff's Office shall transfer those calls to the emergency medical services dispatching center. The Sheriff's Office shall provide dispatch services via the radio to direct City's police department personnel to various calls for service.

The Sheriff's Office shall also provide, within the limitations of this Agreement, training to City's police personnel in the use of the Sheriff's Office's radio procedures and language as deemed necessary by the Parties. This training shall cover the computer priority systems, uniformity of dispositions, and radio language and proper radio etiquette.

Exhibit B

The County will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The County is not entitled to any compensation except as expressly provided in this Exhibit B, and as described in this Agreement.

1. County agrees to perform services for the City at the rate specified below per resident of the City (as determined by the State Department of Finance certified population estimated as of January 1st of that year) until such time as the rate is updated pursuant to Article 3 of this Agreement. Under this Agreement, the County's cost recovery shall be 100%, at the then-current rate (i.e. the rate listed at the time the service is provided) listed in the Master Schedules of Fees Charges, and Recovered Costs, Section 2609, subdivision (a), for the Dispatcher Per Capita at the rate, per hour. City acknowledges that these rates are subject to change, as delineated in the Agreement. The total amount of the Law Enforcement Dispatch Services to be provided and paid for, and the manner of invoicing, is depicted in the Agreement.

2. Monthly Charge for FY 2024-25 (July 1, 2024 - June 30, 2025) (hereinafter the "2025-2025 Monthly Charge") is charged to the latest approved Master Schedule of Fees (MSF) on November 28, 2023 rates for the following:

A. The methodology to calculate these amounts are as follows:

- (July 1, 2024 – June 30, 2025) Per resident charge = \$16.35 (100% of \$16.35 per resident)
- Number of residents in City (as determined by State Department of Finance certified population estimate as of January 1, 2023) = 16,955
- 2024-2025 Monthly Charge = (\$16.35/resident x 16,955 residents)/12 months = \$23,102/month

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

Section 5, Item F.

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the City or any third parties, City, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The City shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the City's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the City shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the City shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the City's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

- (H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the City.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the City’s obligations under this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the City’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the City’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the City is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the City signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the City shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the City has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County

shall be excess only and not contributing with insurance provided under the City's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the City's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the City.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the City shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the City shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the City shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the City or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the City has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the City shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The City waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The City is solely responsible to obtain any policy endorsement that may be necessary to accomplish that

waiver, but the City's waiver of subrogation under this paragraph is effective whether or not the City obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the City fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the City. The County may offset such charges against any amounts owed by the County to the City under this Agreement.

Subcontractors. The City shall require and verify that all subcontractors used by the City to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the City to provide services under this Agreement using subcontractors.



STAFF REPORT

MEETING DATE: July 24, 2024

PRESENTER: Manuel Campos, Assistant Planner

SUBJECT: Consideration of a Code Text Amendment application to amend Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences (MC).

RECOMMENDATION: City Council (Council) by motion (1) approve a finding that the project is not subject to the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) and (2) waive the second reading of the ordinance and adopt a Code Text Amendment amending Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences.

EXECUTIVE SUMMARY:

This is the second reading for the adoption of an ordinance that was introduced after a public hearing on July 10, 2024, to allow electrified security fences subject to a conditional use permit.

BACKGROUND:

The recently adopted Zoning Code prohibits the installation of electrified fences. The recently repealed Zoning Code did not have provisions allowing or prohibiting electrified security fences. As a result, Amarok, LLC (applicant) filed an application requesting a code text amendment (OTA 2024-03) to allow for the installation of electrified security fences within the City. Adoption of OTA 2024-03 will provide for a process in which electrified security fences may be considered in various zone districts, subject to the approval of a conditional use permit. Subsequently, the OTA 2024-03 application proponent may file a conditional use permit application to install an electrified security fence at 15287 W. Commerce Way which is zoned service commercial.

At the July 10, 2024 meeting, the Council held a public hearing to consider the proposed code text amendment regarding amending Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and adding Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences. After closing the public hearing and conducting deliberations, the Council introduced the Code Text Amendment as presented. Adoption of the ordinance does not approve Amorok's proposed fence. It allows any property owner who wishes to install an electrified security fence to follow the conditional use process.

Under the proposed ordinance, Title 17 of the Kerman Municipal Code has been amended to remove section 17.24.030 related to fence materials and the addition of a new section, Section 17.40.080 relating to Electrified Security Fences. The removal of section 17.24.030 will no longer prohibit the installation of electrified security fences within city limits. The introduction of Section 17.40.080 will establish a permit process and development standards for electrified security fences. Said section includes subsections as follows:

- A (Applicability); Determines the applicability of electrified security fences and under what circumstance they may be used for security purposes.
- B (Definitions); Defines the terms used for the purpose of the section.
- C (Permitted Locations); Lists the permitted zone districts where electrified security fences may be allowed and special distance requirements
- D (Conditional Use Permit Applicability); Establishes the conditional use permit process for electrified security fences.
- E (Compliance with State and Federal Regulations); Establishes requirements to comply with applicable State and Federal regulations.
- F (Electrification); Establishes power and voltage requirements for electrified security fences.
- G (Development Standards); Establishes development standards such as setback, height, signage, materials, and emergency access requirements, etc.

FISCAL IMPACT:

None.

ENVIRONMENTAL REVIEW:

A preliminary environmental assessment has been performed for this project pursuant to the California Environmental and Quality Act (CEQA). The City Council finds and determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impact on the environment. Therefore, this project is not subject to CEQA.

ATTACHMENTS:

A. Ordinance

Attachment 'A'

ORDINANCE NO. 24-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN AMENDING SECTION 17.24.030 OF CHAPTER 17.24 OF TITLE 17 OF THE KERMAN MUNICIPAL CODE RELATING FENCE MATERIALS AND ADDING SECTION 17.40.080 TO CHAPTER 17.40 OF TITLE 17 OF THE KERMAN MUNICIPAL CODE RELATING ELECTRIFIED SECURITY FENCES

THE CITY COUNCIL OF THE CITY OF KERMAN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 17.24.030 of Chapter 17.24 of the Kerman Municipal Code relating to Fence Materials is hereby amended by deleting subsection (C), to read as follows:
17.24.030 Fence Materials.

- A. Fences shall not be constructed of barbed wire or similar material unless an Administrative Use Permit is first obtained. An Administrative Use permit may be granted only upon the Director finding that extraordinary circumstances requiring the use of barbed wire or similar material apply to the property in question which do not generally apply to property within the city. In no event may an Administrative Use Permit be granted for the use of barbed wire or similar material within three feet of any public right-of-way. The Director may require conditions of approval such as appropriate warning signs on the barbed wire or a similarly constructed fence.
- B. Fences shall be constructed of original material. Fences in residential zones shall not be constructed of chain link, wire mesh, corrugated metal/plastic, or other repurposed material. Chain link fences with privacy slats may be constructed when the fence is not visible from the public right-of-way.

SECTION 2. Chapter 17.40 of Title 17 of the Kerman Municipal Code is hereby amended to include a new section, Section 17.40.080 relating to Electrified Security Fences to read as follows:

17.40.080 Electrified Security Fences.

The construction, installation, and use of electrified security fencing shall be allowed in the city only as provided in this section subject to the following:

- A. **Applicability.** This section shall apply to all electrified security fences being installed, constructed, or erected in any permitted location as described in subsection C below. Electrified security fences may be permitted when determined that it is in the best and mutual interest of the public and private to protect and secure; stored combustible, hazardous, or harmful matter or materials from those working or residing in proximity to said matter or materials.

- B. **Definitions.** The term “electrified security fence” shall mean a fence that has electricity running through it used to protect and secure a property or a part thereof by way of a perimeter alarm system with an assembly of battery-powered equipment, including but not limited to; a monitored alarm device and energizer which is intended to periodically deliver pulses to a security fence, a battery charging device used exclusively to charge the system’s battery, and other integrated components.
- C. **Permitted Locations.**
1. Electrified security fences shall be permitted in the CS-Service Commercial, M1-Light Manufacturing, M2-Heavy Manufacturing, O – Open Space, Recreation, & Public Facilities, and UR – Urban Reserve District.
 2. Electrified security fences shall not encroach onto the public right-of-way.
- D. **Conditional Use Permit Applicability.** Electrified security fences shall be subject to a conditional use permit application filed and processed consistent with Chapter 17.84 (Conditional Use Permit) of this Code.
- E. **Compliance with State and Federal Regulations.**
1. Electrified security fences shall comply with the California Civil Code Section 835 and the California Building Code, as amended from time to time, and all requirements in subsections F and G below.
 2. Electrified security fences shall be installed with a permit issued under the requirements of applicable building and electrical codes, and only allowed to be activated after an approved final inspection of the installation.
 3. Fire access, warning signs, electrical connections, etc. shall comply with Building and Fire Code regulations.
- F. **Electrification.** The power and voltage of electric security fences shall be allowed subject to the following standards:
1. Shall conform to the California Civil Code Section 835 and shall only be powered by a commercial storage battery not to exceed 12 volts of direct current (DC) or another approved 12-volt DC or lower voltage power source.
 2. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electro Technical Commission (IEC) Standard No. 60335-2-76, as may be amended.

3. Non-low voltage electrical components (e.g. controllers, transformers) of the electric fencing system shall be approved and listed by an Occupational Safety and Health Act (OSHA) Nationally Recognized Testing Laboratory (NRTL).

G. Development Standards.

1. **Perimeter Fence or Wall.** No electric fence shall be installed or used unless it is completely surrounded by a nonelectrical fence or wall that is a minimum of six feet in height. Should a non-electrical fence not exist, one shall be installed prior to the electric fence being operational. When abutting an existing use, building, or structure, the protective barrier shall consist of a solid material (i.e. wooden fence, block wall, an approved mesh material, or equivalent material).
2. **Setback.** Non-electrical fencing behind which electric fencing is installed shall comply with setbacks of the underlying zone district, but no less than five feet from the property line, whichever is more restrictive shall apply.
3. **Height.** Shall have a maximum height of ten feet regardless of location on the property.
4. **Signage.** Warning signs that read: "Warning-Electric Fence" shall be installed at intervals of not less than 30 feet.
5. **Material.** Electrified security fences shall not include barbed wire, razor wire, ultra-barrier, and other similar materials.
6. **Emergency Access.**
 - a. Any associated alarm system shall be subject to Chapter 9.05 (Public Safety Alarm Systems) of the Kerman Municipal Code.
 - b. An electrical disconnect device secured with a Police/Fire X-1 keyway or other approved means for emergency access by Police and Fire Departments shall be provided at a location approved by the Fire Marshal.

SECTION 3. CEQA. A preliminary environmental assessment has been performed for this project pursuant to the California Environmental and Quality Act (CEQA). The City Council finds and determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impact on the environment. Therefore, this project is not subject to CEQA.

SECTION 4. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 5. Effective Date. This ordinance shall become effective thirty (30) days after the date of adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman on the 10th day of July 2024 and was passed and adopted at a regular meeting of the City Council of the City of Kerman on the 24th day of July 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing ordinance is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk



STAFF REPORT

MEETING DATE: July 24, 2024

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Public Hearing and Approval of Resolution Confirming Diagram and Assessments for the Annual Levy, 2024-2025, for Landscaping and Lighting District No. 1 (JG)

RECOMMENDATION: Council conduct a public hearing, receive public testimony, and adopt resolution confirming the diagram and assessments for Landscaping and Lighting District No. 1 for the 2024-2025 annual levy in the amounts specified and authorize the City Clerk to record the diagram and assessment with the Fresno County Auditor-Controller.

EXECUTIVE SUMMARY:

The Landscape and Lighting District No. 1 (LLD) serves to maintain public landscaping in median islands and landscape strips along major streets as well as pay for street lighting costs. All new developments are annexed into the LLD and charged an annual assessment that is collected with property taxes. There are currently 14 sub-areas, with a total of 2,242 properties, within the LLD. Council approved one annexation, Tract No. 6293, to the LLD this past year.

The Landscape and Lighting Act of 1972 requires that certain actions be completed by Council prior to levying assessments upon properties within Kerman's LLD. Council has previously adopted resolutions for initiation of proceedings and intention to levy and collect assessments. The final action required of Council is to conduct a public hearing to consider protests to the proposed assessments and to confirm the diagram and assessments. The Engineer's Report, dated July 2024, for the LLD is on file with the City Clerk and contains descriptions of the improvements maintained, boundaries of the district and sub-areas, and proposed assessments per parcel. A map showing the boundaries of the assessment areas is included as **Exhibit 'A'** within the accompanying resolution.

FISCAL IMPACT:

The annual assessments from the LLD are used for maintenance of public landscaping and street lighting. The assessments for Sub-areas 1 through 5 were established prior to the passage of Proposition 218 and therefore cannot be raised without a vote of the property owners. The assessments for Sub-areas 6 through 14 are adjusted annually by the change in the Consumer Price Index (CPI). For 2023, there was an increase in the CPI of 4.1%. The assessment for each property within the LLD for FY 24-25 are included in the Engineer's Report on file with the City Clerk. It is noted that there was a rounding error in the Resolution of Intention to Levy in which the total assessment was cited as \$426,249.26. The correct total assessment is \$426,247.46.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 24-____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA,
CONFIRMING DIAGRAM AND ASSESSMENT FOR THE ANNUAL LEVY
FOR 2024-2025 FOR LANDSCAPING AND LIGHTING DISTRICT NO. 1

WHEREAS, the Kerman City Council adopted its resolution initiating proceedings to levy annual assessments for Fiscal Year 2024-2025 for Kerman Landscaping and Lighting District (LLD) No. 1 on June 26, 2024, and directed the City Engineer to prepare and file his report with the City Council in accordance with the Landscaping and Lighting Act of 1972, California Streets and Highways Code 22500 et. seq. (also referenced as the "Act"); and

WHEREAS, the City Engineer filed his report with the City Clerk on July 3, 2024, as directed, and the City Council reviewed and approved the report which was duly filed with the City Clerk; and

WHEREAS, a full and detailed description of the improvements, boundaries of the assessment districts and proposed assessment of the lots and parcels within the District are set forth in the City Engineer's Report on file with the City Clerk; and

WHEREAS, on July 10, 2024, the Kerman City Council adopted its resolution of Intention to Levy and Collect Assessments for maintenance of improvements, as described in the Engineer's Report, for Fiscal Year 2024-2025; and

WHEREAS, LLD No. 1 serves to maintain public landscaping in median islands and landscape strips along major streets as well as pay for street lighting costs for areas within the LLD; and

WHEREAS, the City Council set and conducted a Public Hearing at 6:00 P.M. on July 24, 2024, in the Council Chamber of Kerman City Hall on the levy of annual assessments for Fiscal Year 2024-2025; and

WHEREAS, the City duly gave notice of the public hearing by publication as required by law; and

WHEREAS, on July 24, 2024, the Council held the public hearing on the annual assessments at which time all interested persons were given an opportunity to file written protests and be heard at the public hearing on all matters relevant to the imposition of annual assessments for fiscal year 2024-2025 under Kerman LLD No. 1; and

WHEREAS, for the reasons set forth in this resolution and the staff report, the improvements for which the annual assessments are to be levied and collected constitute special benefits to the assessed lots and parcels of land within the District; and

WHEREAS, the levy complies with the Landscaping and Lighting Act of 1972, California Streets and Highways Code 22500 et. seq. and the levies are without regard to property valuation; and

WHEREAS, all proceedings and actions described herein have been performed in compliance with the Landscaping and Lighting Act of 1972, California Streets and Highways Code 22500 et. seq.

NOW, THEREFORE, the City Council of the City of Kerman resolves and orders as follows:

1. That the foregoing recitals are true and correct and incorporated by reference.
2. A majority protest has not been filed against the levy of the annual assessment for LLD No. 1.
3. The Council hereby determines that the territory within the LLD No. 1, whose boundaries are set forth in the Engineer's Report of the City of Kerman LLD No. 1 dated July 2024, and on file with the City Clerk of the City of Kerman will be the territory benefited by the maintenance and servicing of the improvements described in said Engineer's Report.
4. The hearing on said annual levy of assessment was held in accordance with law, all persons filing protests or requesting to speak and who appeared were heard.
5. The Engineer's Report, the Diagram for the assessment district, and the Assessment of the estimated costs of the improvements contained therein and each and every part of said report, is adopted and approved; and the assessment upon the land in LLD No. 1 being found to be in proportion to the benefits to be received from the improvements, are finally approved and confirmed as the assessment to pay the costs of said improvements and the expenses incidental thereto.
6. The Council hereby orders the levy of the assessments described in the resolution of Intention and the Engineer's Report.
7. The assessment diagram showing the assessment district referred to in said resolution of Intention and also the subdivisions of land within the District, as contained in said Engineer's Report, is the Diagram of the properties that are to be assessed to pay the District costs.
8. The assessment imposed hereby is an assessment imposed exclusively to finance the costs of maintenance and operation of public street landscaping and street lighting and integral portions of each of the above-described facilities.

- 9. That the assessment imposed is hereby imposed at the assessment rate according to the methodology adopted pursuant to a petition signed by the persons owning all of the parcels subject to the assessment initially imposed, or that the assessment imposed hereby is imposed at the assessment rate and according to the methodology adopted pursuant to majority voter approval from the voters voting in an election on the issue of such assessment. The set assessment is not based on property valuation.

- 10. Pursuant to California Streets and Highways Code Section 22641, the City Clerk is authorized and directed to record the Diagram and Assessment or a certified copy thereof as set forth in **Exhibits 'A' and 'B'** attached to this resolution with the Fresno County Auditor-Controller as soon as possible and by no later than August 10, 2024, or as otherwise directed by the County Auditor. The City Clerk is authorized to record this resolution as may be required by the County of Fresno.

- 11. BE IT FURTHER RESOLVED, that the City Council of the City of Kerman will indemnify, defend and hold harmless the County, the Board of Supervisors and the Auditor-Controller/Treasurer-Tax Collector, their agents and employees against payment of any and all costs and expenses, claims, suits, losses, damages and liability arising from or arising out of any negligent or wrongful acts or omissions of the City, including its council members, officers, agents and employee's in levying and collecting the assessment.

- 12. The City Clerk with concurrence of the City Attorney and City Manager may make clerical corrections to this resolution and exhibits.

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 24th day of July 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk



City Limits

ASSESSMENT DIAGRAM OF CITY OF KERMAN
LANDSCAPING AND LIGHTING DISTRICT NO. 1

NOTE: FOR A MORE DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF THE LOTS, PIECES, PARCELS, AND SUBDIVISIONS OF LANDS SHOWN ON THE ASSESSMENT DIAGRAMS, REFERENCE IS MADE TO BOOK 20 AND 23 OF ASSESSOR'S MAPS, COUNTY OF FRESNO, 2281 TULARE STREET, FRESNO, CALIFORNIA.

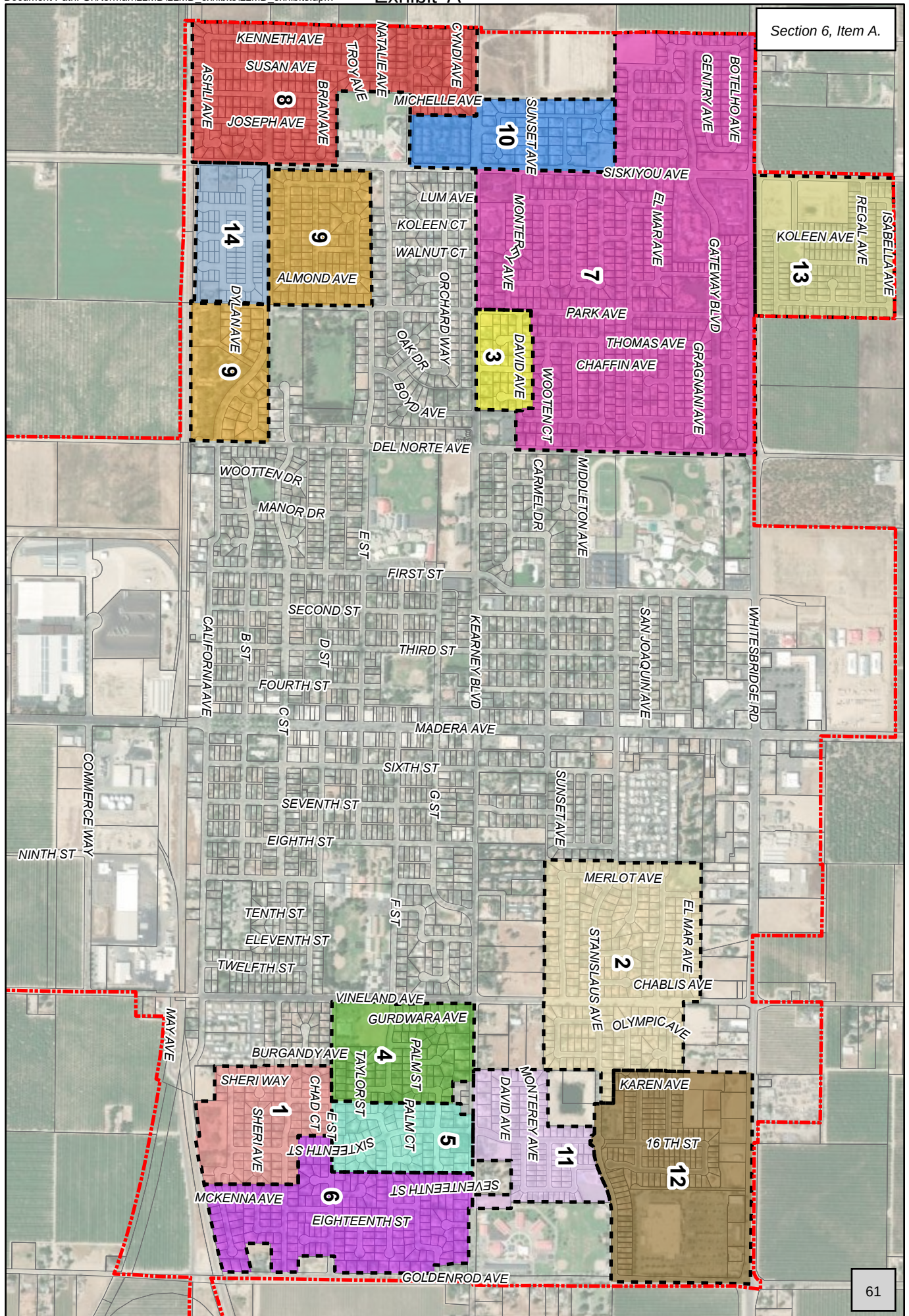


Exhibit 'B'

Section 6, Item A.

Special District Name:	City of Kerman Landscaping & Lighting District No. 1	
Tax Code #:		6901
APN	Dollar Amount	Tax Code
02344218S	000005046	6901
02344217S	000005046	6901
02344216S	000005046	6901
02344215S	000005046	6901
02344214S	000005046	6901
02344213S	000005046	6901
02344212S	000005046	6901
02344211S	000005046	6901
02344210S	000005046	6901
02344209S	000005046	6901
02344208S	000005046	6901
02344207S	000005046	6901
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STAFF REPORT

MEETING DATE: July 24, 2024

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution Approving Memorandum of Understanding by and between the City of Kerman and the Kerman Miscellaneous Employees Association (KMEA) for July 1, 2024 through June 30, 2027 (JAJ)

RECOMMENDATION: Council adopt resolution (**Attachment 'A'**) approving Memorandum of Understanding by and between the City of Kerman and the Kerman Miscellaneous Employees Association (KMEA) for July 1, 2024 through June 30, 2027.

DISCUSSION:

The City and the Kerman Municipal Employees Associations (KMEA) began formal negotiations in April of 2024. Following several rounds of negotiations, the City and KMEA reached tentative agreement on an updated Memorandum of Understanding (MOU) that proposes changes for the new term on the MOU. KMEA has reviewed this MOU and has agreed to execute. Upon City Council's approval, the parties will execute the MOU which is attached to the resolution.

The updated provisions of the negotiated MOU are summarized as follows:

1. Term of Agreement (Article II):

3 years from July 1, 2024 through June 30, 2027.

2. Salary Adjustments (Article VIII):

Four Percent (4%) of increase in Base Salary effective July 1, 2024, July 1, 2025, and July 1, 2026.

3. Bilingual Pay (Article VII.M):

Employees who pass a bilingual exam in either Spanish or Punjabi shall be entitled to receive \$150 per month. Employees who pass exam in both languages to receive \$150.00 paid monthly.

4. Holiday Pay (Article VII.C):

Members of KMEA will receive an additional paid holiday and time off equal to eight (8) regular pay hours in observance of the Cesar Chavez Birthday Holiday on March 31 of each year.

5. Compensatory Time Carry-Over (Article VI.B.3):

Compensatory Time Carry-Over has been increased from 40 to 80 hours with the MOU to read: “No More than 80 hours of compensation time can be accumulated at any time and no employee may carry over more than 80 hours of compensation time for one fiscal year to the next fiscal year.”

6. Working Out of Class Pay (New Article VII.M):

New Working Out of Class Language to read: “Employees assigned by supervisors to work in a higher classification will be paid a five percent (5%) differential or “Step A” of the higher job classification working in that higher classification for a period of 10 calendar days whichever is greater. All out of class work assignments including the length of the assignment shall be in accordance with CalPERS rules and regulations.

7. Deletion of Article VII.L of the MOU:

City Personnel Rules and Regulations now detail disciplinary appeals.

8. Deletion of Bereavement Leave (VII.H):

Prior MOU awarded 3 days of Bereavement Leave to each member under Article VII. I. L. The former language of the 21-’24 MOU is outdated and now is replaced and superseded by the City Personnel Rules and Regulations, updated May 8, 2024, which provides for five (5) days of bereavement leave for each member pursuant to new State law.

*NOTE: with deletion of text and adding of new text the numbering in Article VII changed.

FISCAL IMPACT:

The 2024-2025 Fiscal Year budget anticipated increases in personnel costs which are provided for in the current budget. The City expects anticipated revenue growth to be adequate to keep pace with, and afford the second and third year of the recommended labor agreement.

ATTACHMENTS:

A. Resolution w/Exhibit

RESOLUTION NO. 24-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF KERMAN
AND THE KERMAN MISCELLANEOUS EMPLOYEES ASSOCIATION FOR THE
PERIOD JULY 1, 2024 THROUGH JUNE 30, 2027**

RECITALS

WHEREAS, the City has long recognized its employees' rights to collective bargaining; and

WHEREAS, the City maintains a Memorandum of Understanding (MOU) with the represented employees of the Kerman Miscellaneous Employee Association (KMEA) addressing salary, benefits, and other terms and conditions of employment; and

WHEREAS, the most recent MOU was effective for the period July 1, 2021 through June 30, 2024; and

WHEREAS, the City and KMEA began the meet and confer process over wages, hours, terms and conditions of employment pursuant to Government Code Section 3500 et seq. on April 29, 2024; and

WHEREAS, the City and KMEA have agreed to the terms of a new MOU for a period of three years commencing July 1, 2024, and ending June 30, 2027; and

WHEREAS, the provisions of the new MOU are effective July 1, 2024.

NOW, THEREFORE, the Council of the City of Kerman resolves as follows:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council approves the Memorandum of Understanding (MOU) by and between the City of Kerman and Kerman Miscellaneous Employee Association attached as **Exhibit 'A'** and incorporated by reference for the period July 1, 2024 through June 30, 2027.

SECTION 3. The City Council authorizes the City Manager to execute the Agreement.

SECTION 4. This resolution is effective upon its adoption.

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 24th day of July 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

APPROVED:

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Exhibit 'A'

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF KERMAN
AND
KERMAN MISCELLANEOUS EMPLOYEE ASSOCIATION**

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027

PREAMBLE

This Memorandum of Understanding is made and entered between the City of Kerman ("City") and Kerman Miscellaneous Employees Association ("KMEA"). The parties have met and conferred in good faith regarding employment terms and conditions of the employees in the City and have reached agreement as set forth in this Memorandum of Understanding ("MOU").

AGREEMENT

ARTICLE I - INTENT

This MOU shall define the terms of employment between the City of Kerman and the City of Kerman Miscellaneous Employees and shall be effective per the dates set forth below. Said MOU shall be binding upon both parties per the approval of the City Council and the following action:

- A. The City Council of the City of Kerman acts by majority vote at a regular meeting to formally approve said Agreement.
- B. The City Council of the City of Kerman enacts any and all amendments to existing laws and regulations of the City necessary to implement this Agreement.
- C. The City Council of the City of Kerman takes that action necessary to annually appropriate the funds required for the implementation of the provisions of this Agreement by adopting an annual fiscal budget reflecting the expenditures provided for herein.

ARTICLE II - DURATION AND SUCCESSOR AGREEMENT

This Agreement shall be effective as of July 1, 2024 and continues through June 30, 2027. The provisions of this Agreement shall remain in force until a successor Agreement is accepted by both parties or until the City Council declares, after due and deliberate consideration, meeting and conferring, and compliance with all requirements of then existing valid law, that an impasse has occurred and protection of the public safety and welfare requires the City to adopt new terms and conditions of employment.

The City and the Association mutually agree to meet and confer in good faith promptly upon the request of one another, and mutually agree to continue to meet and confer in good faith for a reasonable time in order to exchange freely information, opinions and proposals and to endeavor to reach a mutual agreement on matters within the scope of representation at least one week prior to the last regular Council meeting at which the City's budget must be adopted for the ensuing fiscal year.

Prior to March 1, 2027, the parties will begin Meet and Confer sessions regarding consideration of a new MOU effective July 1, 2027.

ARTICLE III - GOVERNING LAWS

- A. The legal relationship between the City, and the employees shall be governed to the extent required by law by the following:
 - 1. Chapter 10 of Division 4, Title 1 of the State of California Government Code Section 3500 *ET. seq.* (Meyers-Milias-Brown Act).
 - 2. Personnel Rules and Regulations of the City of Kerman.
 - 3. The Fair Labor Standards Act, Title 29 United States Code, Chapter 8.
- B. All employees shall be governed by all existing agreements of the City of Kerman except as may be modified by or voided by this MOU including those agreements as adopted by the Kerman City Council as the condition of employment or appointment of office. However, if any provision of the Personnel Rules and Regulations conflict with this MOU, this MOU shall prevail.

ARTICLE IV - CITY RIGHTS

Nothing herein this MOU shall be construed to restrict any legal or inherent exclusive rights of the City of Kerman with respect to matters of general legislative or managerial policies, which include, but are not limited to the following rights of the City to:

- A. Determine the mission of its constituents, departments, commissions and boards.
- B. Set standards of service or determine the procedures and standards of selection for employment.
- C. Direct its employees and the work of its employees.
- D. Terminate and discipline employees in a lawful manner at the discretion of the City Manager pursuant to the rules of the personnel system.
- E. Relieve or lay-off its employees from duty for periods of time because of lack of work, inclement weather conditions, or for other reasons within the discretion and upon review of the City Council.
- F. Maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted.
- G. Take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.
- H. Hire, promote, demote, transfer, assign, and classify employees within the established Personnel guidelines and determine the content or classifications and job titles

- I. Determine the methods, means and personnel by which operations are to be carried on.
- J. Determine its budget, organization merits, and level of any activity or service provided to the public.
- K. The City of Kerman City Council reserves the right and authority to adopt rules and regulations not inconsistent with law which shall be applicable to any and all departments of the City in establishing and enforcing the employees' relations plan provided herein.

ARTICLE V - EMPLOYEE RIGHTS

- A. Right to Join, Form, and Participate: As provided for by Government Code Section 3500 et seq. Employees shall have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on all matters of employee relations.
- B. Right to Refuse to Join: As provided for pursuant to Government Code Section 3500 et seq. Employees shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.
- C. Right of Representation: Any employee shall have the right to be represented in their employment relations with the City.
- D. Right to Self-Representation: Any employee shall have the right to appear on his or her own behalf in his or her employee relations with the City.
- E. Scope of Representation:
 - 1. The scope of representation shall include matters relating to employment conditions including, but not limited to, wages, hours, and other terms and conditions of employment.
 - 2. Except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by the City or any accommodation for an individual protected under the Americans with Disabilities Act when such accommodations in compliance with City's Disability Discrimination Policy and Complaint Procedure as adopted on April 7, 1992.
- F. Discrimination by City: The City agrees not to interfere with nor discriminate in any way against any employee by reason of his or her membership in employee associations' activities. The City

agrees not to intimidate any employee, not to attempt to restrain any employee, not to in any way limit the full and free expression of any employee's rights to participate in lawful activities.

- G. Discrimination by Employees: Employees shall not interfere with, intimidate or discriminate in any manner against any employee by reason of his or her choice not to belong or be a member of any association or partake in the activities thereof.
- H. Provisions of this MOU: The provisions of this MOU shall be applied equally to all employees without favor or discrimination because of race, color, sex, age, national origin, or political or religious opinions or affiliations.
- I. Other Employees: Any form of part-time, temporary, seasonal, provisional or special circumstance employees are excluded from this MOU.

ARTICLE VI - WORK WEEK, WORK PERIOD, AND WORK SCHEDULE

A. Workweek, Period and Time Frame Definitions:

1. **REGULAR WORK WEEK**: The City workweek shall be defined as 40 hours of work during a seven (7) day calendar week but subject to call at any time. All City employees are subject to this work week except those exempt from the Fair Labor Standards Act or those who have selected a Flex work week in accordance with the City Personnel Rules and Regulations and if such provision of the Rules and Regulations is approved by KMEA.
2. **WORK PERIOD**: Is defined by a the payroll period below The City work period shall be defined as 40 hours of work in a seven (7) day period, but subject to call at any time.
3. **TIME FRAME**: A calendar week begins at 12:00 am on Sunday and ends at 11:59 p.m. on the following Saturday evening. The Work Period is a consecutive 14 day period beginning concurrently with one calendar week and ending concurrently with the next calendar week following.
4. **BREAKS**: Employees are entitled to a fifteen (15) minute break during their first four hours of work each day and a fifteen (15) minute break during the second four hours of work each day.

B. Overtime and Compensatory Time:

1. For those employees governed by the Fair Labor Standards Act or who have not selected a Flex Time Schedule, overtime eligibility shall be determined and compensated in the following manner:
 - i. Hours worked contiguous with regular work day when those hours actually worked are over 40 hours for the "regular assigned work week". Hours worked will include regularly scheduled vacation time and holidays. However, sick leave will not be calculated as hours worked for the purpose of overtime eligibility.
 - ii. Hours worked beyond the scheduled eight (8) hour workday that occur only during weekends, holidays and call back. Such time shall be at time and one half compensation of base salary (as defined by the Fair Labor Standards Act). Employees have the option of earning compensatory time or paid time at time and one-half. Overtime shall be compensated at the rate of time-and-one-half except for Sundays or City holidays when overtime shall be compensated at double time. Sunday overtime work shall not be compensated at double time if the same falls within the regular workweek schedule of an employee.
2. Authorization: the applicable Department Head or his or her designee shall approve all overtime prior to working such overtime hours.
3. Compensatory Time Carry Over:
 - i. No more than eighty (80) hours of compensation time can be accumulated at any time and no employee may carry over more than 80 hours of compensation time from one fiscal year to the next.
 - ii. When an employee uses available compensatory time credit, that credit shall be counted as time worked when determining whether overtime pay is owed in any payroll period.

C. Stand By Policy And Pay:

1. Stand-By Definition: Stand-By is defined as that period of time during which an employee is required to be available and on call for "call out" purposes. This period of time shall be in addition to the employee's normal workday. Employees who are designated by the Department Head to be on Stand-By shall be compensated in accordance with the following:
 - i. Mondays - Fridays 2 hours straight time for each 16 hour "ON-Call" stand-by shift (for the period of time from the end of the regular shift to the beginning of the next regular shift (approximately 16 hours but not to exceed 20 hours).

- ii. Saturdays and Sundays and City Holidays 3 hours straight time for each Stand-By shift on non-work days. This applies only to Saturdays and Sundays and City Holidays.
 - iii. Two (2) hours Straight time for 16-hour shift if employee covers both Stand-By responsibilities. City's goal is to have one employee cover Stand-By (for both SCADA & Regular Stand-BY). If two (2) employees cover, the pay will be 2 hours each (see (i) above)
 - iv. Double Time is applicable for all employees called out on holiday and Sundays but not those regularly scheduled to work a regular shift. Stand-By employee is eligible for double time but not guaranteed 2-hrs.
 - v. Overtime Pay (Saturdays) for Stand-By Employee: Employee will work regular 40 hour week and regular shift on Friday (unless scheduled for a work week that includes weekend). Additional weekend work (whenever weekend is scheduled) will be at time and half on Saturdays and double time on Sundays. "City will determine the work week. With 48 hours' notice, the City may change work hours. In emergencies, no notice is required.
2. Stand-By Standards & Requirements: City will determine level of coverage for Stand-By Policy. Employee shall be available at all times when on Stand By and within 20 minutes (normal driving time) of City Corporation Yard. Employee will be required to carry a cell phone and maintain phone contact. Employee will be required to take a City vehicle home the evenings assigned on Stand-By. Employee may use the vehicle for personal use within the 20-minute response range subject to approval by the Public Works Director and the City Manager. The vehicle will not leave the 20-minute response area. The employee will observe all City driving conduct and safety rules as if on the job while utilizing the City vehicle. No other passengers will be allowed in vehicle other than on duty City employees.
- An employee, on Stand-By, who cannot be reached, is unavailable, or does not report to the work site, is subject to the same disciplinary action as an unexcused absence from work. In addition, Stand-By pay for the entire week could be deducted.
- 3. Stand-By / Call-Back: Employee on Stand-By will be paid for call-back "actual time" at time and one-half pay (there is no guarantee of two hours, overtime pay).
 - 4. Other Call Outs: Employee called back to duty and not on Stand-By will receive minimum of two hours pay, at time and one half, when overtime provisions apply (see above for Sunday and Holidays). Subject to standards established by the Public Works Director, the employee on Stand-By is authorized to call-out another qualified employee when the work requires additional help.

ARTICLE VII - EMPLOYEE BENEFITS

- A. Mileage: No City employee shall use their privately owned automobile for City business during the course of their employment without the prior approval of the City Manager. Employee must demonstrate proof of auto liability insurance prior to such approval. In the event an employee has received approval to use his or her privately owned automobile for City business during the course of his or her employment and meet the minimum requirements established in the Personnel Rules and Regulations, said employee shall be compensated at the standard IRS rate per mile.
- B. Education Reimbursement: In accordance with the City's Personnel Rules and Regulations (Employee Handbook) as amended by Resolution No. 19-47, and Resolution 24- the City has adopted the following Education Reimbursement language which is incorporated into this MOU:

The City of Kerman believes in the importance of providing career growth and development opportunities for employees. Because of this commitment to our employees, the City will reimburse its employees the cost of tuition and/or materials up to \$1,000 (one thousand dollars) maximum per fiscal year, subject to approval, for all accredited courses and seminars attended when the following criteria are met:

- The course is relevant to our business and within your city vocation
 - Minimum grade of "C" or its equivalent is obtained
 - A recommendation must come from the Department Head and approval be obtained from the City Manager prior to registration.
- C. Holidays: Employees are eligible for a maximum of 96 hours of paid holiday time. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Any employee whose regular assignment requires work on a holiday shall receive compensatory pay at straight time equal to the number of hours worked. Likewise, when the holiday falls on the employee's regularly scheduled day off, they shall receive one day of compensatory pay. The City Manager or the applicable Department Head may on occasion assign certain employees to work on a designated holiday. When this occurs the employee shall receive one hour of paid time for each hour worked on the designated holiday, unless the assigned worked hours are overtime, in which case the holiday overtime rules apply.

The City provides a maximum total of 96 hours paid holiday time per calendar year. This equals to twelve (12) regular 8-hour workdays. The current agreed upon days recognized as holidays are:

1. New Year's Day, January 1
2. Martin Luther King Day, Third Monday in January
3. Washington's Birthday, Third Monday in February
4. Caesar Chavez Birthday, March 31st of Each Year
5. Memorial Day, Fourth Monday in May
6. Independence Day, July 4
7. Labor Day, First Monday in September
8. Veterans Day, November 11
9. Thanksgiving Day, Fourth Thursday in November
10. Day After Thanksgiving Day
11. Christmas Eve Day, December 24
12. Christmas Day, December 25

Any days declared by the State or Federal government as national/state holidays may be recognized as eligible holidays only if the total holiday time in one calendar year does not exceed 96 hours. If such cases occur, the appropriate employee recognized representative or agent may meet and confer with City Manager to select the day(s) to exchange in order that total does not exceed 96 hours/calendar year.

D. Vacation: Employees earn vacation hours per outline in next paragraph.

Vacation Earned: All vacation time shall be earned and credited to the employee on a per pay period basis.

Miscellaneous employees covered by this Agreement shall earn annual vacation per the following:

1. Up to and including five years of service -ten (10) working days. Mid-Management 15 days
2. Six years through fifteen years of service -fifteen (15) working days. Mid-Management 20 days
3. Sixteen years of service or more -twenty (20) working days. Mid-Management 25 days

Vacation Carryover Allowances:

An employee may accrue no more than the maximum vacation hours shown in the following schedule as of his or her anniversary date:

1. 1-5 years 112 hours
2. 6-15 years 150 hours
3. 16 or more years 200 hours

The above schedule is applicable only to completed years of full time regular service. Partial years, or part time service, or types of employment other than full time regular service will not be considered in calculating maximum vacation hours.

When maximum vacation hours have been accrued, no additional vacation hours will be earned until the accrued hours have been reduced below the allowed maximum. The employee will not be given retroactive credit for any period of time when vacation did not accrue. An employee may make a written request for permission to accrue hours in excess of the maximum to permit a scheduled surgery, extended vacation or leave, or other extraordinary circumstance. Such requests may be granted only if the City Manager determine that such accrual will not have a detrimental effect upon the operations of the City

Vacation Leave Cash Out: Miscellaneous employees who submit a written request to receive the cash value of accrued vacation leave before June 30th of each fiscal year will be paid the cash value of up to 40 hours of accrued vacation leave per year, provided that after receiving the cash value, the employee will have at least 80 hours of accrued vacation leave. An employee may make only two requests to cash out eligible vacation leave in any fiscal year.

- E. Sick Leave: Sick Leave is earned at the rate of 6.66 hour per service month or 10 days per year. Rules regarding the use of sick leave are contained with the City of Kerman Personnel Rules and Regulations.

Upon termination, sick leave earned will be paid to the employee based upon the following schedule:

1. Employee must complete -five (5) years of employment prior to any sick leave cash-out eligibility.
2. Employee serves total of -6 to-15 years cash-out -40% of sick leave hours at up to date rate of pay.
3. Employee retires or terminates after -16 to -20 years of service -75% cash-out.
4. Employee retires or terminates after 20 years of service -- 100% cash-out.

Sick Leave Cash Out: Miscellaneous employees who submit a written request to receive the cash value of accrued sick leave before June 30th of each fiscal year will be paid the cash value of up to 40 hours of accrued sick leave per year, provided that after receiving the cash value, the employee will have at least 80 hours of accrued sick leave. An employee may make only two requests to cash out eligible sick leave in any fiscal year.

The cash value of an hour of sick leave will be calculated at the employee's current rate of pay, exclusive of the values of any benefits, and will be paid after deducting required tax withholding and other customary voluntary or involuntary deductions.

- F. Personal Leave: Each employee is entitled to three (3) personal leave days each fiscal year Except that each Mid-Management employee is entitled to four (4) personal days each fiscal year. This does not accumulate from year to year. Hours paid to reflect hours worked for those who have a flex schedule.
- G. Health Insurance: The City Council shall determine the group health and life insurance provider. Effective July 1, 2013, the City shall provide health insurance coverage through Anthem Blue Cross. All employees covered by the MOU are eligible for coverage. The City shall cover 100% percent of the premium for health, vision, dental and life insurance (\$25,000) for the eligible employee and 70% of the premium for health, vision, and dental insurance for dependent coverage. The eligible employee shall be responsible to pay 30% of the premium for dependent coverage plus \$30 per month for employee with one dependent and \$60 per month for employee with two or more dependents.

Employee may select to include premium payment for his or her share of dependent coverage in the City's Section 125 Program for tax credit purposes.

The group health insurance plan renewal is provided annually on or about May with renewal effective on July 1.

1. Cash for Termination of Health Insurance Coverage: If employee provides satisfactory evidence of health insurance coverage from another source and elects to drop all City-provided Health Insurance, City will pay employee as compensation an additional \$100/month. If dental and vision are declined as well, the compensation will be a total of \$150/month. As permitted by the Insurer, employee may elect to re-enter the City's Health Insurance to obtain insurance for employee and eligible family members.
2. Life Insurance Optional Increase: If permitted by the insurance plan, employee may elect to pay additional premiums to obtain additional life insurance coverage.

- H. Retirement: The City and KMEA agree with the following Cost Share contributions:

1. CalPERS Classic Member (hired prior to July 1, 2012) - retirement benefit formula is 2% @ 60 retirement benefit formula, three year average, with employee paying three percent (3%) of their salary as a contribution toward CalPERS retirement (City pays four percent (4%).
2. CalPERS Classic Member (hired after July 1, 2012) - retirement benefit formula is 2% @ 60% retirement benefit formula, three year average and employee pays seven percent (7%) contribution amount of their salary as a contribution toward CalPERS retirement.

3. CalPERS New Members (hired after January 1, 2013 –Post PEPR) - retirement benefit formula is 2% @ 62% retirement benefit formula, three year average and employee pays current 6.75% employee contribution amount.

Note: Pension formulas are determined based on provisions of the California Public Employees' Pension Reform Act of 2013 (PEPRA) and the contribution amount is subject to adjustment annually by CalPERS.

- J. Long Term Disability (LTD) Plan: City will provide an LTD plan for all employees covered by Health Plan in group. The cost of the plan per employee will be split equally between the City & employee through payroll deduction. The premium rate is based upon \$100 per payroll of the covered individual. City will select the Plan carrier.
- K. Certification: When City requires a specialized certificate not already held by the employee, Certification Pay will apply. This pay will be at a minimum of 1% over base pay and not exceed 2.5% unless otherwise negotiated.
- L. Bilingual Pay: Employees who pass a bilingual test for Spanish or Punjabi shall be entitled to receive \$150 per month. Employees who pass the test in both languages are entitled to receive \$150.00.
- M. Working Out-of-Class: Employees assigned by supervisors to work in a higher job classification will be paid a five percent (5%) differential or Step A of the higher classification working in that higher classification for a period of ten (10) calendar days whichever is greater. All out-of-class work assignments including the length of the assignment shall be in accordance with CalPERS rules and regulations.

ARTICLE VIII - SALARIES

Salaries for miscellaneous employees shall be adjusted as follows:

- A. Effective July 1, 2024, miscellaneous employees shall receive a four percent (4%) cost of living adjustment.
- B. Effective July 1, 2024, miscellaneous employees shall receive a four percent (4%) cost of living adjustment.
- C. Effective July 1, 2024, miscellaneous employees shall receive a four percent (4%) cost of living adjustment

ARTICLE IX - LONGEVITY PAY

Miscellaneous employees who have been employed on a full-time basis with the City for a continuous period of ten (10) or more years and whose most recent performance evaluation was satisfactory or better shall receive a 2.5% salary increase which shall be effective on the pay period following the employee's qualifying anniversary date.

Miscellaneous employees who have been employed on a full-time basis with the City for a continuous period of fifteen (15) or more years and whose most recent performance evaluation was satisfactory or better shall receive a second 2.5% salary increase (a total of 5%) which shall be effective on the pay period following the employee's qualifying anniversary date.

Miscellaneous employees who have been employed on a full-time basis with the City for a continuous period of twenty (20) or more years and whose most recent performance evaluation was satisfactory or better shall receive a third 2.5% salary increase (a total of 7.5%) which shall be effective on the pay period following the employee's qualifying anniversary date.

ARTICLE X - GENERAL PROVISIONS

- A. Nothing in this MOU shall abrogate any portion of any existing agreement hiring or appointing or establishing conditions of employment for the employees of the City of Kerman. However, when in conflict this MOU supersedes the City of Kerman Personnel Rules and Regulations.
- B. Nothing in this MOU shall be construed to deny any person or employee the rights granted by Federal and State law and/or City ordinances. The provisions of this Agreement shall be subject to all current and future applicable Federal and State laws and existing City ordinances, rules and regulations.
- C. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Agreement.
- D. The enactment of this MOU shall not be construed as making the provisions of Section 923 of the California labor Code applicable to employees of the City.
- E. The provisions of this MOU are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 *et. seq.*) as amended.

ARTICLE XII – SEVERABILITY

If any provisions of this MOU, or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of this MOU, or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

CITY OF KERMAN

**KERMAN MISCELLANEOUS EMPLOYEES
ASSOCIATION**

John Jansons Date
City Manager

Harmeen Kaur Date
President, KMEA



STAFF REPORT

MEETING DATE: July 24, 2024

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution Approving Professional Service Agreement with PBK Architects Inc. for Design Work, Construction Drawings and Bid Documents for Kerman Community Safety Center located at 15061 West “C” Street in the amount of \$650,000 (JAJ)

RECOMMENDATION: Council adopt resolution approving Professional Service Agreement with PBK Architects Inc. for Design Work, Construction Drawings and Bid Documents for Kerman Community Safety Center located at 15061 West “C” Street in the amount not to exceed \$650,000.

DISCUSSION:

In November of 2023, the City purchased property located at 15061 West “C” Street for redevelopment as a Community Public Safety Center and Police Station. Since that time, primary space planning has been completed on the C Street property as the final phase of the Needs Assessment project begun in 2022 analyzing alternative sites in Kerman.

With the acquisition of the preferred alternative, work now needs to begin on fully developing the facility design package, construction drawings and bidding documents to advance the remodeling of the buildings into the new Kerman Community Public Safety Center.

The attached Professional Services Agreement (PSA) (**Exhibit ‘A’** to the Resolution) with PBK Architects Inc. logically extends the work previously done toward the eventual remodeling of the existing buildings and toward final occupancy.

The Scope of Work included in the PSA for a fixed fee of \$650,000 includes:

- Schematic Design,
- Design Development,
- Construction Documents,
- Agency Approvals (permits),
- Bidding Assistance and Contractor Selection,
- Architectural Construction Administration, and
- Project Close-Out

The proposed agreement excludes work on several alternative matters still unknown at this time including: the separation of electrical service from the adjoining parcel and backup power provision (emergency generator), communications infrastructure for radio and dispatch,

possible includes of solar power, and final site design that may incorporate changes to the overall site footprint and provision of public parking. Furnishings, fixtures and equipment (FF&E) are also not included in this phase of work and will be addressed under a separate contract a later time. For the construction period, the City will also need to hire a construction management firm to serve as project manager and City's representative to protect the City's interests.

The Not to Exceed Fee proposed is a best estimate at this time due to the uncertainty of final construction costs rather than a fixed fee often quoted as a percentage of the final construction or build-out cost of a projects typically.

City Staff had the PBK proposal peer reviewed for appropriateness and it was determined to be within and in line with industry standards and was deemed appropriate for a remodeling project of this size, complexity and unknown actual construction cost following bidding.

Finally, the PSA proposes a schedule for the scope of work for design that would commence upon approval of the PSA and run through approximately January of 2025 barring any unforeseen delays. Given the importance of architect engagement through the entire project period, the duration of the PSA extends through December 31 of 2025 to accommodate any additional design work not included in the current scope for future consideration and possible contract amendment as needed. During that time, several of the undetermined work items mentioned earlier will be fully examined and better understood as to how to address those during the construction period.

FISCAL IMPACT:

The City is able to fund the design work with Measure M reserves funds dedicated to the Community Public Safety Center. Staff is examining construction financing options to be presented to Council later this year.

ATTACHMENTS:

A. Resolution w/Exhibit

RESOLUTION 24-__

A RESOLUTION OF THE CITY COUNCIL OF KERMAN, CALIFORNIA APPROVING PROFESSIONAL SERVICES AGREEMENT WITH PBK ARCHITECTS INC FOR DESIGN WORK, CONSTRUCTION DRAWINGS AND BID DOCUMENTS FOR THE KERMAN COMMUNITY SAFETY CENTER LOCATED AT 15061 WEST “C” STREET

RECITALS

WHEREAS, on September 27, 2023, the City Council of the City of Kerman approved Resolution 23-80 authorizing the Purchase of Real Property 15061 West “C” Street, for the development of a new Community Public Safety center, and

WHEREAS, PBK Architects Inc (PBK) were competitively selected through a qualifications process to conduct a Needs Assessment and Alternatives study, followed by a detailed examination of the preferred site and buildings which included a preliminary space planning exercise, and

WHEREAS, PBK were the designers of the original buildings acquired by the City that are proposed for alternation, and

WHEREAS, PBK’s familiarity, expertise and intimate knowledge of the property and the city’s’ needs make them uniquely qualified to undertake this work, and

WHEREAS, building upon the totality of that previous work is logical and economical, and

WHEREAS, PBK has presented a professional services proposal that is responsive to the specific needs of the City for with they are uniquely qualified, and

WHEREAS, the City thoroughly reviewed the proposal and now recommends its approval.

NOW, THEREFORE, the City Council of the City of Kerman, California resolves as follows:

- Section 1. The above recitals are true and correct and incorporated herein by reference.
- Section 2. The City Council approves the Professional Services Agreement (PSA) **(EXHIBIT ‘A’)** by and between the City of Kerman and PBK Architects Inc. in an amount not to exceed of \$650,000.
- Section 3. The City Manager is hereby authorized to make minor modifications as needed to perfect the PSA and execute all documents necessary as approved by the City Attorney.
- Section 4. This resolution is effective upon adoption.

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 24th day of July 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

APPROVED:

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

EXHIBIT ‘A’

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF KERMAN AND PBK ARCHITECTS INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this July 24, 2024 (hereinafter, the "Effective Date"), by and between the CITY OF KERMAN, a municipal corporation ("CITY") and PBK ARCHITECTS INC. ("CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

WHEREAS, the CITY authorized the Purchase of Real Property 15061 West “C” Street, for the development of a new Community Public Safety center; and

WHEREAS, CONSULTANT, was competitively selected through a qualifications process to conduct a Needs Assessment and Alternatives study, followed by a detailed examination of the preferred site and buildings which included a preliminary space planning exercise; and

WHEREAS, CONSULTANT was the designer of the original buildings acquired by the CITY that are proposed for alternation; and

WHEREAS, CONSULTANT’S familiarity, expertise and intimate knowledge of the property and the city’s’ needs make them uniquely qualified to undertake this work; and

WHEREAS, building upon the totality of that previous work is logical and economical, and

WHEREAS, CONSULTANT has presented a professional services proposal (Exhibit “A”) that is responsive to the specific needs of the City for with they are uniquely qualified, and

WHEREAS, the CITY thoroughly reviewed the proposal and now recommends its approval as the Scope of Services which is part of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

**I.
ENGAGEMENT TERMS**

1.1 SCOPE OF SERVICES:

- A. Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "Scope of Services").

- B. CONSULTANT agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services.
- C. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- D. Work performed by CONSULTANT under this Agreement shall be limited to the tasks assigned to CONSULTANT pursuant to CITY.
- E. CONSULTANT will provide its best efforts to deliver design and bidding work products necessary for bidding and contractor selection by January 31, 2025 and will be fully cooperative with CITY on any CITY requested schedule change(s) as proposed in draft schedule in Exhibit "C".
- F. CONSULTANT will work with the City and selected Construction Manager to develop a construction schedule that meets the CITY'S and Police Department's operational requirements.

1.2 TERM:

- A. This Agreement shall have a term commencing on the Effective Date and expiring on December 31, 2025.
- B. CONSULTANT may ask and CITY may grant an extension(s) based on extenuating circumstances, notwithstanding provisions provided under Section 5 below.
- C. Nothing in this Subsection 1.2 shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided in Section 5 of this Agreement.

1.3 COMPENSATION:

- A. CONSULTANT shall be paid in accordance with the Fee Schedule set forth in **Exhibit "B."**
- B. As set forth in **Exhibit "B"**, CONSULTANT's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of Six Hundred and Fifty Thousand Dollars (\$650,000.00), (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY.
- C. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CONSULTANT shall give notice to CITY of such projection. CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager or Designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Max Medina, AIA, Senior Principal to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and sub-consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection. The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and sub-consultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent consultant basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the CITY, at CITY's request such officer, employee, agent, contractor, sub-consultant or sub-consultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition. that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement. three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or sub-consultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY indemnitees") shall, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under

this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article IV and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.8 and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure

or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy. CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically including but not limited Engineer-Stamped documents. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and sub-consultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any sub-consultant or sub-consultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by

CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	CITY:
PBK Architects	John Jansons, City Manager
Attn: Max Medina	City of Kerman
1110 Iron Point Road, Suite 200	850 S. Madera Ave.
Folsom, CA 93630	Kerman, CA 93630

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with sub-consultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: N/A
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no

member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Fresno County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Eastern District of California located in the City of Fresno, California, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No

statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF KERMAN

PBK Architects

By: _____
John Jansons, City Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Hilda Cantu Montoy
City Attorney

ATTEST:

Josie Camacho
City Clerk

EXHIBIT "A."**SCOPE OF WORK**

Our proposed Scope of Work (SOW) is based on our understanding of the existing two-story structure and separate warehouse facilities at Kerman Community Safety Center located at 15061 West "C" Street (former Sebastian building) in Kerman. The site is existing, but the City has acquired additional parking across the alley. Existing electrical service and emergency power sources are being divided between two properties. The final resolution to these systems is the responsibility of City and adjoining property owner. Once a plan of electrical separation and service is prepared, PBK will be asked to coordinate that work with its electrical engineering sub-consultant and consider those modification in the design package under this agreement. Final design approach of wireless communications may involve a new antenna and associated equipment TBD and is excluded from the proposed SOW. A new elevator will be required in a location different than where the original was planned. Also, the existing electrical, data, and low voltage closet requires relocation. We anticipate working with a Construction Manager selected by the City. The Consultant will work with City to develop the final project schedule. A draft estimated project schedule is attached hereto as "**EXHIBIT C**".

A. Schematic Design Phase

The concept planning and program produced by the C Street Needs Assessment, "**EXHIBIT D**" shall be developed into a Schematic Design. Criteria shall be established for all major engineering systems, and shall be compared to consider architecture, security, environmental, programmatic, and operational/maintenance characteristics. A preliminary estimate of construction costs shall be prepared based upon the costs per square foot methodology. Schematic Design documents shall be submitted for City review at completion for review and acceptance.

Work products and deliverables shall consist of the following Schematic Design Phase components:

1. Site Plan
2. Floor Plans
3. Exterior Building Elevations
4. Building Sections
5. Furniture Plan Concepts
6. Schematic Cost Estimate
7. Preliminary Color and Material Selection

B. Design Development Phase

Design Development drawings, outline specifications, and preliminary engineering calculations and analysis shall be performed for all major disciplines. Drawings shall reflect architectural, interiors, civil, landscape architectural, structural, electrical/mechanical, and specialty design components. Construction materials, methodologies, major products and materials, and required equipment selection shall also be determined. An outline set of specifications shall be developed. Design development documents shall be submitted for City review at completion. The Schematic

Design Cost Estimate will be further developed and reviewed for budget conformance before proceeding to Construction Documents.

Work products and deliverables shall consist of the following Design Development Phase components:

1. Site Plan
2. Civil Engineering Improvements
3. Utility Plans
4. Landscape Plan
5. Floor Plans
6. Roof Plans
7. Exterior Building Elevations
8. Building Sections
9. Technology, Communications, City LAN, and Police and Fire Department Security System Plans
10. Design Development Engineering to include Structural, Mechanical/Plumbing, and Electrical
11. Design Development Cost Estimate
12. Update Project Schedule
13. Outline Specifications

C. Construction Documents Phase

Based upon the results of previous reviews, the final design of the project shall be coordinated with the Police Department and the City. All final construction documents, drawings, and supporting calculations shall be prepared by the Consultant Team. All engineering systems design shall be finalized and completed. A final interiors color and material presentation board shall be prepared and submitted for review and approval. The Consultant Team shall prepare and coordinate contract documents of the Project Manual including the technical specifications, bidding package, General Conditions, and Division 1 requirements.

The final Construction Documents, Project Manual, supporting calculations, and final cost estimate shall be presented to the City and Police Department for final review and approval. The Consultant Team shall make all necessary revisions and corrections consistent with design intent and functional use.

Work products and deliverables shall consist of the following Construction Document Phase components:

1. Final Engineering Calculations
2. Final Construction Documents and Specifications
3. Title 24 Compliance

4. Bidding Requirements
5. Final Cost Estimate
6. Update Project Schedule
7. Building Department Submittal Package

D. Agency Approval Phase

Consultant shall prepare and package all documents necessary for Building Department approval. Consultant shall respond to review comments and perform re-submittal and back check activities with the City's plan review consultant.

Work products and deliverables shall consist of the following:

1. Completed Construction Documents
2. Project Manual and Calculations
3. Project Registration and Application for Building Department Submittal and Review
4. Building Permit Issuance (after satisfying Building Department Review Requirements)

E. Bidding Assistance Phase

This phase will be coordinated with the City's selected Construction Manager. Contract Documents and bidding requirements shall be assembled and incorporated into the Project Manual. Consultant shall prepare required bid packages for City review and approval. Consultant shall cooperate with City Clerk to advertise and solicit appropriate trades participation, conduct a construction pre-bid conference, and answer and resolve bidder's questions during the Bidding Phase. Any necessary addenda shall be prepared, and the Consultant shall assist in evaluating bids and related bidder's qualifications. The consultant shall make recommendations to the City for award of the construction contract.

Work products and deliverables include the following:

1. Respond to Request for Information and Clarifications
2. Issuing required Addenda

F. Construction Administration Phase

Consultant shall perform construction observation and administration services on a scheduled basis to observe the progress of construction, quality of work, and to determine if general compliance with the drawings and specifications is being achieved. Consultant shall advise the

City and Construction Manager of any deficiencies observed in the work during construction and work closely with the Police Department and City.

Work products and deliverables shall consist of the following:

1. Process RFI, Supplemental Instructions, and clarifications requested by Contractor.
2. When required, process proposal requests for adjustments necessary to complete the work.
3. When required, review change order requests for additions necessary to complete the work.
4. Provide punch list.
5. Prepare Notice of Substantial Completion

G. Project Close-out

Consultant shall make a final review of the Project at the conclusion of all corrective action of Punch-list items. Consultant shall report whether the corrective work is acceptable within the provisions of the Contract Documents or if additional corrective actions are necessary. Consultant shall make recommendations for final payment, recommend Notice of Completion, and prepare closeout documents for the City's records.

Work products and deliverables shall consist of the following:

1. Review As-Built Documents provided by the Contractor.
2. Collect O&M Manuals, Warranties, and Guarantees.
3. Verify completion of Police Department and City training of facility use.

END OF EXHIBIT "A"

EXHIBIT “B”**FEE SCHEDULE****A. Fee Description**

Our proposed fee for A/E services involve Architecture and in-house engineering for Structural, Mechanical, Electrical, Plumbing (including AFS alternations), Communication Systems (requires involvement of City/County communication staff), and low voltage systems, (Access Control and Security sub-consultants). Civil Engineering shall be provided by sub-consultant services. Our fee is an estimate based on a program of roughly 14,000 sf (See Exhibit of conceptual floor plan) adapted into the existing C Street Building. Should the overall program increase outside the walls of the existing structures, we reserve the right to request a fee adjustment.

Our fee is broken down into the following work phases described in the Scope of Work:

FEE SCHEDULE		
Phase Description	%	Amount
Schematic Design	15%	\$ 97,500.00
Design Development	15%	97,500.00
Construction Documents	45%	292,500.00
Agency Approval	5%	32,500.00
Bidding Assistance	4%	26,000.00
Construction Administration	15%	97,500.00
Project Close-out	1%	6,500.00
TOTAL (Lump Sum Fixed Fee)	100%	\$650,000.00

B. Estimated Reimbursable Expenses

General hard copies for progress reviews, travel costs, and mail are covered under our proposed fixed fee. Courier services, Record Document retrieval/scanning, and Bid Document distribution shall be billed at direct cost without markup. For these typical items or miscellaneous services ordered by the City, we estimate a budget of **not-to-exceed 1% of our Total Fee or \$6,500.00**

C. Work Excluded

1. Traffic and noise studies.
2. Environmental Studies/CEQA Documentation.
3. Funding analysis.
4. Program operating cost analysis.
5. Third party cost estimates.
6. Street Improvement beyond project frontage.
7. Utility Surveys
8. Agency fees.
9. Landscape Architecture.

D. Information to be provided by Owner

Topographic surveys, utility survey, and geo-hazard/foundation investigation may be required to start the engineering of this project. Hazardous materials (including underground) if known, should be made available as well as any plans for mitigation.

E. Additional Services- Hourly Rate Schedule

If additional services are requested, the following standard rates will be used to generate and negotiate potential fees. Sub-consultant work will be provided by direct quote if necessary. Additional services shall be approved by the City prior to beginning work.

PRK
HOURLY BILLING RATES
CALIFORNIA
Effective June 1, 2024 - May 31, 2025

Senior Principal	\$ 400.00
Principal/Client Executive/Director	\$ 350.00
Senior Project Manager/Director	\$ 310.00
Project Manager	\$ 290.00
Senior Project Architect	\$ 275.00
Project Architect	\$ 255.00
Construction Services Manager	\$ 250.00
Construction Services Coordinator/Construction Administrator	\$ 200.00
Production Staff (Job Captain, Asst. PM, Project Coord., Design Coord., Associates, Tech, Designer)	\$ 180.00
Draftsman	\$ 180.00
Interior Designer	\$ 170.00
Intern	\$ 155.00
Designer	\$ 130.00
Administrative	\$ 120.00

END OF EXHIBIT “B”

EXHIBIT “C”

PROJECT SCHEDULE

A. Project Schedule

The following proposed draft schedule is based on our experience with projects with similar scope and budget. The initial schedule shall be established as mutually agreed between the City and Consultant. As stated in the Scope of Work, the schedule will be updated at each phase. Events that can affect schedule in any way are, but not limited to committee design approvals, agency approvals, and unforeseen events during construction.

Estimated Project Schedule		
Phase	Est. Duration	Completion Date
Schematic Design	6 Weeks	TBD
Design Development	6 Weeks	
Construction Documents	16 Weeks	
Agency Approval	4 Weeks	
Bidding Assistance	4 Weeks	
Construction Administration	52 Weeks	
Project Close-out /Move In	3 Weeks	
TOTAL PROJECT DURATION	91 Weeks (1.75 Yrs.)	TBD

END OF EXHIBIT “C”

EXHIBIT “D”
DRAFT Conceptual Floor Plan

Exhibit "D" Conceptual Plans

