



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, May 14, 2025 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 \$500 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

- A. Introduction of New Police Officer
- B. Proclamation - Building Safety Month
- C. Proclamation - National Public Works Week

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 - April 21 and April 23, 2025

RECOMMENDATION: Council approve minutes as presented.

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

1. Nos.31781-31879 \$1,139,975.98 ACH \$44,119.80.

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

C. **SUBJECT:** Payroll (JA)

3/30/25 to 4/12/25: \$252,239.78; Retro Pay & Other: \$3,043.15; Overtime: \$8,946.43;
Standby: \$2,187.24; Comp Time Earned: 53.07

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Approve annual renewal of Workforce Connection Agreement for the City of Kerman to continue as a Worksite Placement for the Young Adult Services Work Experience Program (TJ)

RECOMMENDATION: Council by motion adopt a resolution approving the renewal of the Workforce Connection Young Adult Services Agreement with Fresno Regional Workforce Development Board and authorizing City Manager to execute the contract.

F. **SUBJECT:** Workplace Violence Prevention Plan (JAJ & AC)

RECOMMENDATION: Council by motion adopt resolution approving amended Workplace Violence Prevention Plan updated April 24, 2025.

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 on Status of City's Personnel Vacancies, Recruitment, and Retention Efforts as Required by AB 2561 pursuant to Government Code Section 3502.3 (AC)

RECOMMENDATION: Conduct public hearing on status of City's personnel vacancies, recruitment, and retention efforts and provide direction to staff.

7. **DEPARTMENT REPORTS**

A. **SUBJECT:** Implementation of Findings of Compensation Survey and Study for At Will, Executive Management Employees (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving adjustments to the approved salary scales implementing the findings of compensation survey and study for At Will, Executive Management employees.

B. **SUBJECT:** Contract with Spectrum Energy Solutions for PG&E Account Audits, Energy Cost Saving Services and Solar Performance Analysis and Optimization (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving a two year contract with Spectrum Energy Solutions in the amount of \$37,300 for PG&E account audits, energy cost saving services, and solar performance analysis/optimization and for sharing of cost savings.

C. **SUBJECT:** Council Discuss Reappointment of Staff to the Fresno County Mosquito and Vector Control Board (JAJ)

RECOMMENDATION: Council discuss the reappointment of Michael Barajas, Public Works Director to the Fresno County Mosquito and Vector Control Board and by minute order approve appointment.

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 agendized 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 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 Council is prohibited from discussing or addressing comments on Closed Session items.

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) 550-1414. 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) 550-1414 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, Josie Camacho, 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: May 9, 2025 /s/ Josie Camacho, City Clerk



BUILDING SAFETY MONTH 2025

WHEREAS, the City of Kerman is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, and;

WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry-who work year-round to ensure the safe construction of buildings, and;

WHEREAS, building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety-our local code officials-who assure us of safe, efficient and livable buildings that are essential to America's property, and;

WHEREAS, "Game On!," the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale.

NOW THEREFORE BE IT RESOLVED that the City Council of Kerman declares the month of May as Building Safety Month in Kerman, in honor of the commitment to improve building safety and to acknowledge the essential services provided by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 14th day of May, 2025.

Maria Pacheco
Mayor



NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the City of Kerman, and;

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens, and;

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Kerman to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities, and;

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now.

NOW THEREFORE, BE IT RESOLVED that the City Council of Kerman declares the week of May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life for all.

I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 14th day of May 2025.

Maria Pacheco
Mayor



**SPECIAL JOINT MEETING OF
THE CITY COUNCIL & PLANNING COMMISSION MINUTES**

Monday, April 21, 2025 at 6:00 PM

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

NOTICE IS HEREBY GIVEN that a Special Joint Meeting of the City Council and Planning Commission and Agenda is hereby called.

1. AGENDA

The sole business to be conducted is as follows:

- A. Call to Order - **6:00 p.m.**
- B. Roll Call - **All present except Mayor Pro Tem Yep.**
- C. Land Use Training - **Presented.**
- D. Adjournment - **8:10 p.m.**

Members of the public shall have an opportunity to be heard on this matter.

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: April 22, 2025 /s/ Josie Camacho, City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, April 23, 2025 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Call to Order - **6:02 p.m.**
- B. Roll Call - **All members present except Councilmember Dhaliwal.**
- C. Invocation - **Performed by Mayor Pacheco.**
- D. Flag Salute - **Performed.**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion made by Councilmember Hall, Seconded by Mayor Pro Tem Yep

Ayes: Hall, Yep, Herrera, Pacheco

Noes: None

Abstain: None

Absent: Dhaliwal

Motion passes 4-0-0-1

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Proclamation celebrating Municipal Clerks Week - May 4 through May 10, 2025 – **Presented**
- B. Presentation by Fresno County Transportation Authority (FCTA) and Fresno Council of Governments (FCOG) on Measure C3 transportation investment renewal campaign.
(Information Only) - **Presented by Kendall Flint**
- C. Presentation by United Security Bank on their “Smart ATM” in Kerman and proposed new bank branch. (Information Only) - **Presented by Dennis Woods**

4. PUBLIC FORUM - None.

5. CONSENT CALENDAR

A. **SUBJECT:** Minutes - April 9, 2025

RECOMMENDATION: Council approve minutes as presented.

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

1. Nos.31558-31779 \$1,539,199.97 ACH \$184,628.24

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

C. **SUBJECT:** Payroll (JA)

3/16/25 to 3/29/25: \$250,189.21; Retro Pay & Other: \$2,294.75; Overtime: \$5,579.67;
Holiday: \$0.00; Standby: \$1,965.82; Comp Time Earned: 40.50

RECOMMENDATION: Council approve payroll as presented.

Motion made by Mayor Pro Tem Yep, Seconded by Councilmember Hall

Ayes: Yep, Hall, Herrera, Pacheco

Noes: None

Abstain: None

Absent: Dhaliwal

Motion passes 4-0-0-1

6. **PUBLIC HEARINGS - None.**

7. DEPARTMENT REPORTS

A. **SUBJECT:** Presentation of the City of Kerman 2023/2024 Auditor's Report and Financial Statements (JA)

RECOMMENDATION: Council accept the City of Kerman 2023/2024 Auditor's Report and Financial Statements as presented. - **Presented by Bryant Jolley**

Motion to accept staff's recommendation by Councilmember Herrera, Seconded by Councilmember Hall

Ayes: Herrera, Hall, Yep, Pacheco

Noes: None

Abstain: None

Absent: Dhaliwal

Motion passes 4-0-0-1

8. CITY MANAGER/STAFF COMMUNICATIONS

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

Mayor Pacheco requests an item be placed on a future agenda to discuss the possibility of conducting a business saturation study.

Mayor Pro Tem Yep requests an item be placed on a future agenda to discuss amending the Council rules in regard to placing items on the agenda.

10. CLOSED SESSION - None.

11. ADJOURNMENT - 7:29 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 City of Kerman Council Chambers at 850 S. Madera Ave., Kerman, CA 93630.

Date: April 24, 2025 /s/ Josie Camacho, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
 Printed: 4/25/2025 3:37 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
31781	10136	DIVISION OF THE STATE ARCHITECT	04/11/2025	119.60
31782	10261	MID VALLEY DISPOSAL INC	04/11/2025	303,751.04
Total for 4/11/2025:				303,870.64
31783	10021	ALERT O LITE	04/15/2025	224.66
31784	12537	AMERITAS GROUP INSURANCE CORP	04/15/2025	2,752.31
31785	10040	AT&T MOBILITY	04/15/2025	4,209.29
31786	11324	AVISON CONSTRUCTION INC	04/15/2025	620,920.00
31787	10060	BRYANT L JOLLEY CPA'S	04/15/2025	47,000.00
31788	12751	CALIFORNIA FORENSIC INSTITUTE	04/15/2025	400.00
31789	10452	CITY OF FRESNO WMD	04/15/2025	297.00
31790	11874	CSG CONSULTANTS INC	04/15/2025	8,186.50
31791	10128	DEPARTMENT OF JUSTICE	04/15/2025	431.00
31792	11999	DOG WASTE DEPOT	04/15/2025	65.13
31793	12783	FINANCIAL CREDIT NETWORK	04/15/2025	26.62
31794	10160	FRESNO COUNTY CLERK	04/15/2025	3,259.09
31795	12379	GILL CHEVROLET	04/15/2025	408.89
31796	11358	GREAT AMERICA FINANCIAL SERVICE	04/15/2025	321.85
31797	10514	ICAD INC	04/15/2025	2,437.50
31798	12786	INTERNATIONAL ASSOCIATION OF CI	04/15/2025	220.00
31799	10239	KERWEST INC	04/15/2025	2,447.75
31800	10251	LIGHTHOUSE ELECTRIC INC	04/15/2025	715.00
31801	10252	LITHIA FORD OF FRESNO	04/15/2025	338.22
31802	10282	OFFICE DEPOT	04/15/2025	224.83
31803	10289	P.G. & E.	04/15/2025	1,678.85
31804	10319	RENO'S HARDWARE	04/15/2025	1,056.90
31805	12667	ADRIANA ROTH	04/15/2025	92.00
31806	11650	SITEONE LANDSCAPE SUPPLY, LLC	04/15/2025	950.98
31807	12054	SPARKLETT'S	04/15/2025	210.74
31808	12368	SPECIALTY HOSE EXPRESS LLC	04/15/2025	769.36
31809	10354	T & T PAVEMENT MARKINGS	04/15/2025	142.76
31810	10357	TAYLOR MADE IRRIGATION	04/15/2025	144.91
31811	10371	TJ LAW & ASSOCIATES INVESTIGATIO	04/15/2025	800.00
31812	10399	VETERINARY MEDICAL CENTER	04/15/2025	20.00
Total for 4/15/2025:				700,752.14
31813	10193	HAVENS SECURITY INC	04/17/2025	431.37
31814	12170	WEBSTER BANK	04/17/2025	30,711.45
Total for 4/17/2025:				31,142.82
ACH	10522	CALPERS	04/22/2025	43,409.02
Total for 4/22/2025:				43,409.02

Check No	Vendor No	Vendor Name	Check Date	
ACH	10644	US BANK EQUIPMENT FINANCE	04/23/2025	710.78
31815	12359	PATRICIA ARAMBULA	04/23/2025	20.00
31816	12768	BRENDEN BARRA	04/23/2025	42.00
31817	11917	BLAIS & ASSOCIATES LLC	04/23/2025	4,807.00
31818	10054	BLUE SHIELD OF CALIFORNIA	04/23/2025	62,195.50
31819	12348	BRADY INDUSTRIES	04/23/2025	269.94
31820	10061	BSK ASSOCIATES	04/23/2025	570.00
31821	12727	BURKE, WILLIAMS & SORENSEN, LLF	04/23/2025	203.00
31822	10617	C A REDING CO INC	04/23/2025	389.30
31823	12788	LICIA CABRERA	04/23/2025	75.00
31824	10078	CALIFORNIA STATE DISBURSEMENT	04/23/2025	161.53
31825	12470	SANTOS CAMACHO	04/23/2025	150.00
31826	12481	MANUEL CAMPOS	04/23/2025	74.48
31827	12308	JACLYNN CASTRO	04/23/2025	42.00
31828	10092	CENTRAL VALLEY TOXICOLOGY INC	04/23/2025	44.00
31829	10452	CITY OF FRESNO WMD	04/23/2025	87.00
31830	12213	PATRICK CLARK	04/23/2025	42.00
31831	11498	COMCAST CABLE COMMUNICATIONS	04/23/2025	738.75
31832	12205	CONTEMPORARY SERVICES CORPOR	04/23/2025	925.00
31833	10826	CROWN SERVICES CORPORATION	04/23/2025	310.00
31834	11999	DOG WASTE DEPOT	04/23/2025	309.24
31835	11832	EPIC BUSINESS ESSENTIALS LLC	04/23/2025	3.48
31836	10151	EWING IRRIGATION PRODUCTS	04/23/2025	407.56
31837	12767	JONATHAN FARR	04/23/2025	42.00
31838	11398	FASTSIGNS	04/23/2025	119.62
31839	12692	JONAVIN FLORES	04/23/2025	42.00
31840	10842	FRESNO ECONOMIC OPPORTUNITIES	04/23/2025	80.59
31841	10846	MARTHA GALINDO	04/23/2025	150.00
31842	12791	GARDENING WITH THE WILTS	04/23/2025	20.00
31843	10185	GRAINGER	04/23/2025	315.96
31844	11358	GREAT AMERICA FINANCIAL SERVICE	04/23/2025	485.24
31845	11468	GREEN HILLS NURSERY INC	04/23/2025	1,473.02
31846	12741	LUIS GUTIERREZ	04/23/2025	42.00
31847	12187	HAMNER JEWELL & ASSOCIATES	04/23/2025	60.00
31848	10201	HORIZON	04/23/2025	213.41
31849	12715	REGINA IBAL	04/23/2025	150.00
31850	10226	JORGENSEN & CO	04/23/2025	191.80
31851	10485	JP AIR CONDITIONING & HEATING	04/23/2025	1,492.13
31852	10609	KERMAN CULINARY ARTS CLUB	04/23/2025	300.00
31853	10252	LITHIA FORD OF FRESNO	04/23/2025	166.04
31854	11096	LOZANO SMITH LLP	04/23/2025	80.00
31855	10260	METRO UNIFORM & ACCESSORIES	04/23/2025	16.29
31856	12790	MICHAEL KING	04/23/2025	270.00
31857	10281	NORTH CENTRAL FIRE PROT DIST	04/23/2025	198.00
31858	10282	OFFICE DEPOT	04/23/2025	85.98
31859	10289	P.G.& E.	04/23/2025	14,955.91
31860	12523	PAMOIST PET HOSPITAL	04/23/2025	56.00
31861	10315	QUINN COMPANY	04/23/2025	65.80
31862	12053	R & L MUSIC ENT	04/23/2025	225.00
31863	12769	RADWELL INTERNATIONAL LLC	04/23/2025	2,207.59
31864	12475	SAN JOAQUIN PEST CONTROL	04/23/2025	105.00
31865	12590	DALIA SANTANA ZAMUDIO	04/23/2025	94.54
31866	10331	SEBASTIAN	04/23/2025	896.25
31867	11650	SITEONE LANDSCAPE SUPPLY, LLC	04/23/2025	386.51
31868	12368	SPECIALTY HOSE EXPRESS LLC	04/23/2025	566.46
31869	11460	SUPERIOR POOL PRODUCTS LLC	04/23/2025	1,490.45

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
31870	12581	TATES TSHIRT DESIGNS AND PRINTS,	04/23/2025	258.82
31871	10357	TAYLOR MADE IRRIGATION	04/23/2025	43.93
31872	10015	THE ADVANCE GROUP INC	04/23/2025	2,163.23
31873	10754	THE HOME DEPOT PRO-SUPPLY WOR	04/23/2025	904.94
31874	12787	HUNTER THOMAS	04/23/2025	42.00
31875	12789	CESAR TORRES	04/23/2025	150.00
31876	12156	URBAN RESTORATION GROUP US INC	04/23/2025	376.47
31877	10387	USA BLUE BOOK	04/23/2025	1,122.67
31878	12628	FRANCISCO VASQUEZ	04/23/2025	42.00
Total for 4/23/2025:				104,725.21
31879	10104	COMCAST	04/24/2025	195.95
Total for 4/24/2025:				195.95
Report Total (101 checks):				1,184,095.78

CITY OF KERMAN
PAYROLL REPORT

Section 5, Item C.

PAY PERIOD: March 30, 2025 - April 12, 2025										
	Salary	RETRO PAY & OTHER	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			Hours	Amount	Hours	Amount	Hours	Amount		
Grand Total	\$ 252,239.78	\$ 3,043.15	189.48	\$ 8,946.43	0.00	\$ -	82.00	\$ 2,187.24	\$ 266,416.60	53.07

CITY OF KERMAN CD/Securities Portfolio As of March 31, 2025										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:										
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00	(245,000.00)		-	-	4,097.88
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00	(245,000.00)		-	-	4,097.88
Customers Bank Phoenixville PA	615-030525-245	4.70%	2/16/23	8/16/24	250,000.00	(250,000.00)		-	-	5,858.90
Charles Schwab Bank	615-030525-245	5.20%	3/7/23	9/16/24	250,000.00	(250,000.00)		-	-	6,767.12
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24	249,000.00	(249,000.00)		-	-	3,650.08
Morgan Stanley Private National Bank	615-030525-245	4.80%	4/20/23	10/21/24	244,000.00	(244,000.00)		-	-	5,904.13
Western Alliance Bank	615-030525-245	4.85%	4/13/23	10/21/24	244,000.00	(244,000.00)		-	-	5,933.21
Brookline Bank Mass	615-030525-245	5.30%	8/30/23	10/30/24	248,000.00	(248,000.00)		-	-	5,509.68
Morgan Stanley Bank	615-030525-245	5.20%	8/30/23	3/3/25	243,000.00	(243,000.00)		-		12,739.86
Bank of Wisonsin	615-030525-245	5.40%	9/27/23	4/2/25	248,000.00			248,000.00	247,977.68	10,016.46
Merrick Bank	615-030525-245	5.40%	9/27/23	4/4/25	248,000.00			248,000.00	247,992.56	10,016.46
Synchrony Bank	615-030525-245	5.50%	11/3/23	5/5/25	243,000.00			243,000.00	243,267.30	6,737.42
Bank of America	615-030525-245	5.50%	11/8/24	5/8/25	243,000.00			243,000.00	243,255.15	6,737.42
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	246,727.76	1,375.21
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	244,397.30	8,229.98
Pacific Member Bank Irvine	615-030525-245	5.00%	3/15/24	9/15/25	243,000.00			243,000.00	243,731.43	12,150.00
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25	245,000.00			245,000.00	244,230.70	8,697.50
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	244,520.49	1,245.00
Bank of Hapoalim B M New York	615-030525-245	5.05%	4/24/24	10/29/25	200,000.00			200,000.00	200,910.00	5,063.84
Flagstar Bank National Association	615-030525-245	5.20%	6/11/24	1/13/26	243,000.00			243,000.00	244,878.39	6,335.31
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.75%	8/21/24	8/13/27		250,000.00		250,000.00	249,782.50	5,673.61
Federal Home Loan Bank	615-030525-245	4.75%	10/30/24	10/30/29		500,000.00		500,000.00	500,770.00	-
Federal Home Loan Bank	615-030525-245	4.50%	1/30/25	7/30/27		500,000.00		500,000.00	499,555.00	-
Federal Home Loan Bank	615-030525-245	4.50%	3/24/25	3/24/28		251,000.00		251,000.00	250,919.68	-
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25	500,000.00	(500,000.00)		-	-	18,937.50
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26	500,000.00	(500,000.00)		-	-	19,125.00
Federal Home Loan Bank	615-030525-245	5.30%	7/15/24	7/15/27		-		-	-	13,250.00
Federal Home Loan Bank	615-030525-245	5.00%	10/29/24	10/30/29		500,000.00		500,000.00	499,005.00	
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24	500,000.00	(500,000.00)		-	-	10,000.00
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	4.36%		6,373,000.00	(1,217,000.00)	-	5,156,000.00	5,151,920.94	198,456.62

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
Securities America Sweep Program										
	Beginning Balance				-			-		
	Transfers In/(Out)		7/2-7/30/24			0.00		0.00		
			8/5-8/31/24			(0.00)		(0.00)		
			9/3-9/30/24			627.62		627.62		
			10/1-10/30/24			(627.62)		(627.62)		
			11/1-11/30/24			-		-		
			12/3-12/31/24			-		-		
			1/1-1/31/25			5.47		5.47		
			2/1-2/26/25			(5.47)		(5.47)		
			3/1-3/31/25			0.00		0.00		
					-	0.00	-	0.00	0.00	-
Local Agency Investment Fund										
	Beginning Balance	98-10-400			17,636,545.69			17,636,545.69		-
	Interest	4.55%	7/15/24			199,072.39		199,072.39		199,072.39
		4.71%	10/15/24			211,511.36		211,511.36		211,511.36
		4.62%	1/15/25			209,893.04		209,893.04		209,893.04
	Transfers In/(Out)					-		-		-
						-		-		-
						-		-		-
	Total - LAIF	4.63%			17,636,545.69	620,476.79	-	18,257,022.48	18,257,022.48	620,476.79
Central Valley Money Market Acct										
	Beginning Balance	015030960			3,646,347.63			3,646,347.63		
	Interest		7/31/23			263.74		263.74		263.74
			8/30/24			239.78		239.78		239.78
			9/30/24			247.79		247.79		
			10/31/24			247.80		247.80		247.80
			11/29/24			231.83		231.83		
			12/31/24			255.83		255.83		
			1/31/25			247.85		247.85		
			2/28/25			223.88		223.88		
			3/31/25			247.88		247.88		
	Transfers In/(Out)					-		-		-
						-		-		-
						-		-		-
		0.08%				-		-		-
					3,646,347.63	2,206.38	-	3,648,554.01	3,648,554.01	751.32
Subtotal All City Investments		3.02%			27,655,893.32	(594,316.83)	-	27,061,576.49	27,057,497.43	819,684.73
			Total Investments		27,655,893.32	(594,316.83)	-	27,061,576.49	27,057,497.43	819,684.73
								Market Value Adjustment	(4,079.06)	
								(594,316.83)		
								(594,316.83)		
								(0.00)		



STAFF REPORT

MEETING DATE: May 14, 2025

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Approve annual renewal of Workforce Connection Agreement for the City of Kerman to continue as a Worksite Placement for the Young Adult Services Work Experience Program (TJ)

RECOMMENDATION: Council by motion adopt a resolution approving the renewal of the Workforce Connection Young Adult Services Agreement with Fresno Regional Workforce Development Board and authorizing City Manager to execute the contract.

EXECUTIVE SUMMARY:

On June 14, 2024, the City Council approved the Workforce Connection agreement for the City of Kerman to become a Worksite Placement for the Young Adult Services Work Experience Program to become a job placement worksite. Since the execution of the agreement, Workforce Connection has successfully placed four young adults at the Kerman Senior Center.

While at the Senior Center, participants have received training and work experience in an office environment. Some duties have included facilitating senior activities like bingo, assisting with program registrations, answering phones, data entry, room set-ups, and participating in serve safe training to help with the daily lunch program.

The Workforce Connection will continue to screen all placements and review them with City staff for acceptance. In addition, the Workforce Connection would continue to reimburse the City for uniform expenses, and there is no financial obligation to the City. An evaluation of the placement would take place at the midpoint and upon completion.

This renewal will extend the terms of the existing Workforce Connection Agreement for one year and commence on June 1, 2025. City staff have reviewed the current agreement, agree with the renewal, and would like to proceed with Council approval.

FISCAL IMPACT:

No Impact

ATTACHMENTS:

- A. Workforce Connection Agreement
- B. Resolution

RESOLUTION NO. 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING RENEWAL OF WORKFORCE CONNECTION YOUNG ADULT SERVICES
AGREEMENT WITH THE FRESNO REGIONAL WORKFORCE DEVELOPMENT
BOARD**

WHEREAS, the Fresno Regional Workforce Development Board (FRWDB) has a federally-funded program that helps youth gain valuable life experience; and

WHEREAS, as part of that experience, they facilitate and manage a program by which the participating youth can work at different job sites within or close to their community; and

WHEREAS, the City of Kerman conducted a review of the Workforce Connection Young Adult Services Work Experience Renewal Agreement; and

WHEREAS, the City of Kerman and FRWDB entered into an agreement on June 12, 2024; and

WHEREAS, the parties wish to renew the agreement for one year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY RESOLVES as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. The City Council authorizes the completion by designated staff to complete the renewed agreement form for submittal to FRWDB for participating sites for the purpose of participating as a host site for the program.
3. The City Council authorizes the City Manager to execute the agreement renewal and all necessary supporting documents.
4. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 14th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

Josie Camacho
City Clerk

Maria Pacheco
Mayor

**WORKFORCE CONNECTION YOUNG ADULT SERVICES
WORK EXPERIENCE AGREEMENT**

Between

**FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD
YOUNG ADULT PROVIDER OF SERVICE**

And

City of Kerman
Kerman Senior Center (WORKSITE)

THIS WORKFORCE CONNECTION YOUNG ADULT SERVICES WORK EXPERIENCE AGREEMENT ("AGREEMENT") describes the terms and conditions between the Fresno Regional Workforce Development Board (FRWDB) YOUNG ADULT PROVIDER OF SERVICE ("PROVDER"), and the Kerman Senior Center ("WORKSITE"). In relationship to the placement of WIOA Young Adult Participants ("PARTICIPANT") placed at the WORKSITE. PARTICIPANTS are employees of the FRWDB's Young Adult Provider of Service. The FRWDB Young Adult Provider of Service will act as the EMPLOYER OF RECORD for the PARTICIPANT and provide all payroll and associated costs (i.e. workers' compensation, taxes, etc.) Should the PROVIDER stop being the EMPLOYER OF RECORD for the PARTICIPANT during the term of this AGREEMENT, the AGREEMENT shall automatically terminate and the PROVIDER will immediately notify the WORKSITE of such termination. The term of this AGREEMENT is from 06/01/25 to 06/01/26 unless terminated sooner.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Work Experience Training Plan

Exhibit B – Verification of Safety Training

General Contract Provisions

The Worksite/Worksite Supervisor agrees to:

1. The Provider of Services will compensate the youth directly on the basis of actual on-site training hours. The Worksite Supervisor will provide the Provider of Services with an accurately completed and approved timesheet, signed in ink by both the youth and the designated supervisor. The Provider of Services will provide Worker's Compensation insurance, and will pay all applicable payroll taxes. No overtime hours will be allowed; however, if overtime compensation becomes due to a youth participant, the worksite employer agrees to reimburse the Provider of Services for the overtime compensation costs incurred.
2. **Work Assignment:** Provide productive work assignments, as agreed upon in the Work Experience Training Plan by the Provider of Services and worksite employer, and assure that adequate work is available to keep youth participants busy during working hours. If the Worksite Employer determines that a change of job duties is necessary, the Work Experience Training Plan must be revised with the new/additional job duties and the Provider of Services must provide its prior written approval.
3. These provisions do not establish an employer/employee relationship between the employer and the youth participant. The Provider of Services will be the employer of record, and the relationship between the employer and the youth participant is one of trainer/youth.
4. **Safety Training:** Provide safety instructions necessary to reasonably protect the youth against injury, and provide them with necessary equipment to carry out training responsibilities and duties. The worksite supervisor will not allow the youth to use any tools, equipment, or machinery until such time as the Verification of Safety Training has been completed, and understands and agrees that the youth participants are prohibited from beginning work assignments until they have been adequately trained and qualified to perform such work assignments.
5. **Work Schedule:** Each Participant's dates of placement, maximum number of allowable hours, and work schedule will be outlined in his or her Work Experience Training Plan. The worksite employer is responsible for paying any hours

worked over the maximum hours allowed or after the last day of work outlined in the Training Plan, unless the end date is requested and approved by the Provider of Service.

The Participant's schedule, which is determined by the Worksite Supervisor, based on staffing needs and the Participant's age and availability, must be approved by the Provider of Service.

An onsite Supervisor must be available during all scheduled work hours, including weekend hours, if any, and the Provider must have staff available on-call to respond to any emergencies or concerns.

Any change from the originally agreed upon schedule, job duties or placement dates must be pre-approved by provider staff.

6. **Time Sheet Responsibilities:** Require that Participants accurately and completely record all hours worked on paper or electronic time sheets provided by the Provider and verified by the Worksite Supervisor. Worksite Supervisors are encouraged to review each Participant's time sheet, whether paper or electronic, at the end of each week to ensure that time records accurately report the actual hours worked and do not record any hours for unexcused absences, lunch breaks, hours not worked or recreational activities not approved by the Provider.
7. **Supervision:** Provide adequate full-time adult supervision of each Participant by paid staff members (non-volunteer) and timely, constructive feedback, with a maximum ratio of one (1) adult Worksite Supervisor to two (2) Participants. The Provider will consider the number of on-site supervisors and a facility's physical size in placement decisions; more than two (2) youth may be placed at one (1) site **only if** the youth are separated physically - in different departments or on different floors. When the Worksite Supervisor assigned to each Participant is unavailable, ensure an alternate supervisor is designated. The Worksite should, whenever possible, inform the Provider if a new supervisor is assigned to the Participants. Assure that sufficient training, materials and equipment are available to carry out work assignments.
8. **Performance Reviews:** Prepare and submit youth mid-point and post evaluations as required by Fresno Regional Workforce Development Board (FRWDB) policy and per the guidelines of the Supervisor's Handbook. The Mid-point performance review should include recommendations to improve the performance of the youth or should document the basis for a decision to terminate further worksite training, if necessary. The final performance review should indicate whether the youth will be retained as a full-time employee.
9. **Worksite Monitoring:** Allow Provider of Services, FRWDB, State of California, and/or Department of Labor representatives to monitor all conditions and activities involved in performing this agreement. The Worksite Supervisor must assure the following:
 - a. No currently employed worker will be displaced by a youth. This includes partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits.
 - b. No training assignment will infringe upon the promotional opportunities of currently employed individuals.
 - c. No youth shall be placed in a position substantially equivalent to positions for which employees have been laid off.
 - d. Ensure that Participants do not engage in political, labor organizing, religious, or non-work-related fundraising activities during work hours.
 - e. The youth will not assist in the operation or maintenance of that part of any facility that is used for religious instruction or worship.
 - f. Appropriate standards of health and safety and a drug free workplace will be maintained.
 - g. Adequate insurance will be in effect at all times.
 - h. Comply and cooperate with audit surveys, audits, and any request by the State of California Department of Labor, Comptroller General, or FRWDB to secure an audit or audit waiver in compliance with Public Law 97-300 Section 164 or the Single Audit Act.
10. **Nepotism.** Not provide a training assignment under this program for a member of the owner of the Worksite's immediate family.
11. **Subcontract.** Not subcontract the services of the youth provided under this agreement.

12. **Transportation.** Ensure that the Participant does not operate a motor vehicle and is not transported offsite to attend meetings or work at different sites during the work day without the express written approval of provider staff in advance.
13. **Insurance.** Certify that there will be in effect, throughout the term(s) of training, proper personal and property liability insurance, and if required, appropriate bonding. The worksite shall provide proof of said coverage prior to the youth commencing training.
14. **Collective Bargaining.** Obtain the concurrence of the appropriate bargaining entity, when a collective bargaining agreement exists, in order to ensure compliance of the prescribed training with the terms of said agreement.
15. **Confidentiality.** Ensure youth are aware of any Worksite policies and procedures with respect to protecting confidential information from disclosure, except to authorized persons.
16. **Discipline.** Not initiate discipline on the youth without the written concurrence of the Provider of Services.
17. **Youth File Folder onsite.** Maintain a list of Participants, their work assignments, schedules, and emergency card at each worksite as well as a valid work permit for Participants under the age of 18.
18. **Hot and Inclement Weather and Drinking Water.** Provide adequate indoor work to occupy Participants during inclement weather and periods when the temperature reaches 105 degrees Fahrenheit, when the regular Worksite is designated as out-of-doors.

Provide adequate cool water, access to shade and extra rest periods for Participants when the temperature exceeds 95 degrees Fahrenheit. Ensure Participants know how to recognize the symptoms of heat stroke and heat exhaustion and what to do.

Provide access to an on-site source of heat, extra rest periods, and thermal insulating materials on equipment handles for Participants when the temperature drops below 30 degrees Fahrenheit.

19. Comply with all applicable federal, state, and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, Americans with Disabilities Act (the "ADA") and its regulations, and the Fair Employment and Housing Act (the "FEHA") and its regulations.
20. **Compliance with OSHA.** Worksite Supervisor, Service Provider, and FRWDB shall, consistent with the manner described in this section, comply with all federal and state OSHA regulations, which apply to the youth assigned to Worksite Supervisor's location. The following describes the general obligations of worksite employer with regard to OSHA compliance:
 - a. FRWDB and/or Service Provider shall provide that its employees are trained in general safe work practices prior to commencement of services for Worksite Supervisor. Worksite supervisor shall provide that the youth are trained with regard to the specific hazards of and safe work practices before commencing such work and/or training.
 - b. FRWDB and/or Service Provider may inspect Worksite Supervisor's worksite before assigning youth to work there. Fresno Area Workforce Investment Corporation and/or Service Provider may do so thereafter on a periodic basis, with prior notification.
 - c. Upon request by FRWDB and/or Service Provider the Worksite Supervisor will provide documentation of the completion of their OSHA obligations under this section. Worksite Supervisor will include training in its exposure monitoring and sampling programs for the purpose of quantifying employee exposures to chemical, physical, and biological hazards in the youths' assigned tasks. Worksite Supervisor will inform youth of the results of such monitoring and sampling in accordance with OSHA

requirements. FRWDB, Service Provider, and any youth will be informed of any suspected or known employee exposure in excess of OSHA permissible exposure limits, immediately following Worksite Supervisor's first knowledge of such overexposure.

21. The Worksite Supervisor is to notify the Provider within 24 hours of any accidents, special situations, or unusual occurrences. If a Participant is injured or becomes ill, provide first aid or medical attention and notify the Provider

immediately, no matter how minor the injury. No more than 24 hours after notice of the injury or illness, the Worksite Supervisor shall file all forms required by the Provider. Furthermore, the Worksite shall cooperate with any injury or illness-related reporting requirements deemed necessary by Provider.

22. **Compliance with Equal Employment Opportunity (EEO) laws:** Worksite Employer and Provider of Services shall, consistent with the manner described in this section, comply with all federal, state, and local laws requiring equal employment opportunity, and prohibiting discrimination, harassment, and retaliation in the workplace. The following describes the general obligations of the parties with regard to compliance with EEO and nondiscrimination obligations:
- Provider of Service will provide Worksite Supervisor and all youth with Provider of Service's policies against harassment, discrimination, and retaliation in the workplace upon assignment of any youth to Worksite Supervisor's location, and Service Provider will ensure that all youth are trained on the application of said policies against harassment, discrimination, and retaliation.
 - Worksite Supervisor will ensure that Provider of Service's policies against harassment, discrimination, and retaliation are effectively implemented and followed in all respects.
 - Worksite Supervisor will report immediately to Provider of Service and to the FRWDB, any information that might constitute a violation of **EEO** policies against harassment, discrimination, or retaliation, whether such information is a formal complaint or any other information giving notice of a potential violation of FRWDB's policies.
 - Worksite Supervisor will cooperate with Provider of Service and FRWDB with respect to investigating promptly any complaint of harassment, discrimination, or retaliation, and with respect to implementing any corrective action that is reasonable or necessary to ensure that FRWDB's policies against harassment, discrimination, and retaliation are fully and effectively enforced. Upon the written request of FRWDB, either Worksite Supervisor or Service Provider will be given the primary responsibility to investigate any complaints of noncompliance with the FRWDB's EEO and nondiscrimination policies and to take any corrective action. Worksite Supervisor and Service Provider will provide FRWDB with copies of all documents relating to the investigation and any corrective action taken.

The parties each represent and warrant that the signatories below are authorized to sign this AGREEMENT on behalf of themselves or the party on whose behalf they execute this AGREEMENT.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

As an authorized agent of the work experience WORKSITE, I hereby acknowledge that the WORKSITE understands and agrees to the requirements set forth in this agreement, the general provisions and the Work Experience Training Plan.

WORKSITE NAME: Kerman Senior Center

Authorized Agent Name	Authorized Agent Signature	Date
I hereby acknowledge and accept all conditions as set forth in this agreement, the general provisions and the Work Experience Training Plan.		
FRWDB PROVIDER OF SERVICE NAME: <u>America Works of California, Inc.</u> Katie Clancy, Director Authorized Staff Name	<u>Katie Clancy</u> Katie Clancy (Apr 30, 2025 10:52 PDT) Authorized Staff Signature	04/30/2025 Date

WORK EXPERIENCE TRAINING PLAN

Participant Name:		Participant Job Title:	Office Clerks, General
State ID Number:		Department (if any):	N/A
Work Schedule:		Participant may work a maximum of <u>35</u> hours per week and a maximum of <u>200</u> total hours during Work Experience placement.	
		Start Date: _____ End Date: _____	
		The Participant shall be compensated for actual hours at the rate of 100% of the hourly wage, not to exceed four (4) hours per day on school days and eight (8) hours per day on non-school days, total per week not to exceed 40 hours.	
Provider of Service Name:	America Works of California	Worksite Name:	Kerman Senior Center
Provider of Service Address:	115 Belmont Ave. Mendota, CA 93640	Worksite Address:	720 S. 8th Street Kerman, CA 93630
Primary Staff Name:		Worksite Supervisor Name:	Theresa Johnson
Primary Staff Phone:		Worksite Supervisor Phone:	(559) 681-2750
Primary Staff Email:		Worksite Supervisor Email:	tjohnson@cityofkerman.org
Alternate Manager/Staff Name:	Alejandra Gonzalez	Alternate Worksite Staff Name:	Arlene Villarreal
Alternate Manager/Staff Phone:	(559) 840-3973	Alternate Worksite Staff Phone:	(559) 550-0962

WORKSITE TRAINING PLAN

Primary Tasks / Job Duties (Mandatory) – Clearly describe the work this Participant will perform. Include all tasks that the participant will be performing at the worksite. Attach additional sheet if necessary.

- I. Operate office machines, such as photocopies and scanners, facsimile machines, voice mail systems, and personal computers.
- II. Answer telephones, direct calls, and take messages.
- III. Communicate with customers, employees, and other individuals to answer questions, disseminate or explain information, take orders, and address complaints. Compile, copy, sort, and file records of office activities, business transactions, and other activities.
- IV. Maintain and update filing, inventory, mailing, and database systems, either manually or using a computer.
- V. Aid in food service system, daily activities with seniors, and social media creation of advertisement.
- VI. Other duties as assigned with supervision adhering to any additional safety precautions.

List any equipment, tools, machinery or chemicals this Participant will use on the job, i.e., gardening tools, cleaning supplies, computer:

Computer	Phone		
Utensils			
Office supplies			

SPECIAL EMPLOYMENT NEEDS

Describe any special equipment or clothing this Participant will need to have, i.e., uniforms, safety glasses, work boots, etc.

Describe the Worksite's dress code expectations for the Participant:

Business Casual.

Participant's Transportation Issues, if any:

Participant Name:		
OCCUPATIONAL EDUCATIONAL PLAN		
Clearly describe the Occupational Education component the participant will complete during the Work Experience:	Start Date	End Date
I. Office Clerks, General: Career one stop video.		
II. Food Handler: Knowing how to properly distribute food with safety precautions and receive food handler certificate		
III. Advertisement: Knowing how to promote to populations for certain items, events, and community interest.		

ACADEMIC EDUCATIONAL PLAN		
Clearly describe the Academic Education component the participant will complete during the Work Experience:	Start Date	End Date
I. Mathematics: Use counting skills to keep track of items.		
II. Communication: Speaking Spanish and English to communicate properly.		

We have reviewed the Participant Survival Guide, which sets forth the rules and expectations about acceptable workplace behavior. We have reviewed the Occupational and Academic Educational Plan and agree to comply with the requirements therein. I understand that I am solely responsible for my actions and agree to comply with all rules. I will contact my assigned staff if I have any questions or concerns.

_____ Participant Name	_____ Participant Signature	_____ Date
_____ Provider Staff Name	_____ Provider Staff Signature	_____ Date

I have reviewed the attached Work Experience Training Agreement and the General Contract Provisions and agree to comply with the requirements therein. I have also reviewed the Supervisor's Manual, which sets forth the expectations and requirements for the Fresno Regional Workforce Development Board Work Experience in more detail. I understand that compliance with these provisions will be monitored.

I understand that any change to the originally agreed upon schedule, job duties or placement dates must be pre-approved by provider Employer of Record staff.

_____ Worksite Supervisor Name	_____ Worksite Supervisor Signature	_____ Date
--	---	----------------------

VERIFICATION OF SAFETY TRAINING

PARTICIPANT NAME: _____

WORKSITE NAME: Kerman Senior Center

This worksite shall prohibit this Participant from using any tools, equipment, and machinery for which training has not been provided. Worksite Supervisor/Authorized Worksite Staff must provide Safety Training and complete this form with the participant prior to allowing the participant the use any tools, equipment and machinery.

My signatures below attest that:

1. The facility has a written safety policy that applies to this worksite.
2. A qualified staff has provided this Participant:
 - a. Training on the worksite's safety rules and regulations.
 - b. Detailed instructions in the use of all the tools, equipment, and machinery listed in Section A. which this Participant will utilize in the performance of their job.
 - c. Training in emergency procedures.
 - d. Training in the Worksite Supervisor's Injury and Illness Prevention Program (IIPP), emergency action and fire prevention plans, and all other site-specific safety rules and safety and health programs pertinent to this Participant's work assignments.
3. This worksite shall abide by all applicable ADA and CalOSHA safety regulations.
4. The following is a complete list of all tools, equipment, and machinery this Participant will utilize in the performance of their job:

- | | |
|-----------------------------------|--|
| ☐ Computer | ☐ Knowledge of First Aid Kit |
| ☐ Phone | ☐ Knowledge of Emergency Exit |
| ☐ Printer | ☐ Knowledge of Fire Extinguisher Location |

I have provided training on the worksite's safety policies, rules and regulations to the participant.

Authorized Staff Name_____
Authorized Staff Signature_____
Date

I have received an orientation on the worksite's safety policies, rules and regulations, I understand and agree to abide by this Worksite's safety policies, rules, and regulations. My Worksite Supervisor/Authorized Staff has provided me with safety training on the use of all tools, equipment, and machinery listed above, and I agree to use only those tools, equipment, and machinery on which I have been trained.

Participant Name_____
Participant Signature_____
Date



STAFF REPORT

MEETING DATE: May 14, 2025

PRESENTER: John Jansons, Personnel Director
Akayla Cheema, Human Resources Manager

SUBJECT: Workplace Violence Prevention Plan (JAJ & AC)

RECOMMENDATION: Council by motion adopt resolution approving amended Workplace Violence Prevention Plan updated April 24, 2025.

EXECUTIVE SUMMARY:

California Senate Bill 553 (SB 553), which amended Labor Code section 6401.7 and was signed into law on September 30, 2023, requires employers to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9. This new law mandates that the majority of employers in California must, by July 1, 2024, establish, implement, and maintain a Workplace Violence Prevention Plan. The proposed updated Plan was submitted to the two bargaining units and responses were to the satisfaction of both KMEA and KPOA.

DISCUSSION:

The proposed Workplace Violence Prevention Plan (WVPP) prepared by the City includes the following:

- Prohibiting employee retaliation,
- Accepting and responding to reports of workplace violence,
- Employee workplace violence training and communication,
- Emergency response,
- Workplace violence hazard assessments, and
- Other requirements, such as maintaining a Violent Incident Log.

Labor Code section 6401.9 outlines the elements of a workplace violence prevention plan required by section 6401.7 that every covered employer is required to establish, implement, and maintain an effective workplace violence prevention plan.

Training employees on workplace violence:

Employers must provide effective training and ensure that training materials are easy to understand and match the workers' education, reading skills, and language. Onsite training will be provided to all employees May 21, 2025.

Amendment of Existing Policy

The changes to the existing policy include the removal of the following text:

Employees assigned to respond to alerts, alarms, or systems that are in place to warn others will receive additional training that includes:

- General and personal safety measures;
- Aggression and violence predicting factors;
- The assault cycle;
- Characteristics of aggressive and violent persons;
- Verbal intervention and de-escalation techniques ~~and physical maneuvers to defuse and prevent violent behavior;~~
- Strategies to prevent physical harm;
- ~~Appropriate and inappropriate use of restraining techniques and medications as chemical restraints in accordance with Title 22; and~~
- ~~An opportunity to practice the taught maneuvers and techniques, including a debriefing session.~~

The reason for removing the text is that we do not believe employees should have to put themselves in any sort of situation resulting in physical harm, we would recommend they call 911 instead.

FISCAL IMPACT:

The fiscal impact of this unfunded mandate is substantial for many cities, but Kerman was able to produce this plan at minimal cost because the City received assistance through membership in the San Joaquin Valley Risk Management Authority.

ATTACHMENT:

A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION NO. 25-__

RESOLUTION APPROVING WORKPLACE VIOLENCE PREVENTION PLAN ANNUAL UPDATES
EFFECTIVE APRIL 24, 2025, SUPERSEDING WORKPLACE VIOLENCE PREVENTION PLAN
EFFECTIVE JULY 1, 2024.

WHEREAS, California Senate Bill 553 (SB 553), which amended Labor Code section 6401.7 and was signed into law on September 30, 2023 requires employers to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9; and

WHEREAS, this new law mandates that the majority of employers in California must, starting July 1, 2024, establish, implement, and maintain a Workplace Violence Prevention Plan; and

WHEREAS, the City has prepared a Workplace Violence Prevention Plan attached hereto as ‘**Exhibit A**’; and

WHEREAS, the current language contained in the City’s Workplace Violence Prevention Plan dated July 1, 2024 contains workplace violence policy language that is now necessary to be superseded and replaced by the updated Workplace Violence Prevention Plan (WVPP); and

WHEREAS, the City in accordance with Labor Code Section 6401.9, has to annually maintain the WVPP by reviewing the document to verify current procedures and its accuracy.

NOW, THEREFORE, the City 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 Workplace Violence Prevention Plan (WVPP), attached as **Exhibit ‘A’** and incorporated by reference.
- SECTION 3. This resolution is effective upon its adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 14th day of May 2025, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Exhibit 'A'



City of Kerman

Workplace Violence Prevention Plan

Effective: July 1, 2024

Updated: April 24, 2025

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Appendices

 A. Workplace Violent Incident Log

 B. Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist

Policy

The City of Kerman is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, and/or visitor. Our policy is to establish, implement, and maintain an effective plan as required by [SB 533](#). The regulation requires us to establish, implement, and maintain, at all times in all our facilities, a workplace violence prevention plan for purposes of protecting employees and other personnel from aggressive and violent behavior at the workplace.

Our Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, their representatives, and the Chief of Cal/OSHA or his or her designee.

Prohibited Acts

The City of Kerman will not ignore, condone, or tolerate *threats of violence* or *workplace violence* by any employee, appointed or elected official, volunteer, contractor, client, or visitor.

- *Threats of violence* include both verbal and non-verbal conduct that causes a person to fear for his or her safety because there is a reasonable possibility he or she might be physically injured and that serves no legitimate work-related purpose.
- *Workplace violence* means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others. Workplace violence includes the following:
 - The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury
 - An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury

Workplace violence can be categorized into four types:

- Type 1:** Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime
- Type 2:** Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors
- Type 3:** Workplace violence against an employee by a present or former employee, supervisor, or manager
- Type 4:** Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee

In addition, The City of Kerman prohibits all *dangerous weapons* not used for fire suppression, accident and incident response, emergency medical services, the service of law enforcement, or security duties on all The City of Kerman property. Any employee or appointed or elected official in possession of prohibited dangerous weapons on The City of Kerman property is in violation of this policy and may be subject to disciplinary action up to and including dismissal. Any volunteer, contractor, client, or visitor in possession of prohibited dangerous weapons will be banned from the premises. *Dangerous weapons* include any instrument capable of inflicting death or serious bodily injury.

Responsibility and Authority

Workplace Violence Prevention Plan Administrator

Akayla Cheema, Human Resource Officer, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. Akayla Cheema will also be able to answer employee questions concerning this plan.

Akayla Cheema, Human Resource Officer, shall solicit feedback and input from employees and their authorized representatives in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents.

Akayla Cheema, Human Resource Officer, shall coordinate implementation of the workplace violence prevention plan with other employers (ex. contracted security staff and other employers on site), when applicable, to ensure those employers and their employees understand their respective roles as provided in the plan. These other employers and their staff shall be provided with training on the City of Kerman's WPV plan.

Managers and Supervisors

Responsibilities include:

- Implementing the plan in their work areas;
- Providing input to the Administrator regarding the plan;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

Employees

Responsibilities include:

- Complying with the plan;
- Maintaining a violence-free work environment;
- Attending all training;

- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

Compliance

The Administrator is responsible for ensuring the plan is clearly communicated and understood by all employees. The following techniques are used to ensure all employees understand and comply with the plan:

- Informing all employees of the plan during new employee safety orientation training and ongoing workplace violence prevention training;
- Ensuring *all* employees, including managers, and supervisors receive training on this plan;
- Providing comprehensive workplace violence prevention training to managers and supervisors concerning their roles and responsibilities for plan implementation;
- Evaluating employees to ensure their compliance with the plan;
- Disciplining employees, appointed or elected officials, and volunteers who engage in threats of violence behaviors up to and including dismissal; and
- Ensuring training of this plan is conducted on an annual basis.

Communication and Training

Managers and supervisors are responsible for communicating with employees about workplace violence in a form readily understandable by all employees.

Employees are encouraged to inform their supervisors about any threats of violence or workplace violence. Employees may use the Workplace Violent Incident Log (Appendix A) to assist in their reporting of incidents. No employee will be disciplined for reporting any threats of violence or workplace violence.

After the employee has reported their concerns about any threats of violence or workplace violence to their supervisor, the supervisor will report this information to the Administrator who will investigate the incident. The Administrator will then inform the employee of the results of their investigation and any corrective actions to be taken as part of the City of Kerman's responsibility in complying with hazard correction measures outlined in the WVP plan.

Any employee who believes he or she has the potential of violent behavior is encouraged to use the City of Kerman's confidential Employee Assistance Program:

Halcyon

Main Phone Number: 1-888-425-4800

Website: www.halcyoneap.com

Employee training on workplace violence will include:

- This plan;
- Workplace violence risks that employees may encounter in their jobs;
- How to recognize the potential for violence and escalating behavior;
- Strategies to de-escalate behaviors and to avoid physical harm;
- The City of Kerman's alerts, alarms, or systems that are in place to warn of emergencies;
- How to report incidents to law enforcement; and
- The City of Kerman's EAP

Employees assigned to respond to alerts, alarms, or systems that are in place to warn others will receive additional training that includes:

- General and personal safety measures;
- Aggression and violence predicting factors;
- The assault cycle;
- Characteristics of aggressive and violent persons;
- Verbal intervention and de-escalation techniques and ~~physical maneuvers to defuse and~~ prevent violent behavior;
- Strategies to prevent physical harm;
- ~~Appropriate and inappropriate use of restraining techniques and medications as chemical restraints in accordance with Title 22; and~~
- ~~An opportunity to practice the taught maneuvers and techniques, including a debriefing session.~~

Training will occur:

- When the plan is first established;
- At time of hire or transfer;
- Annually for employees performing patient contact activities and their supervisors;
- Annually for employees assigned to respond to internal alerts, alarms, or systems;
- When new equipment or work practices are introduced; and
- When a new or previously unrecognized workplace violence hazard has been identified

Employees who receive training in a form other than live will have the opportunity to meet with a person knowledgeable on the plan within one business day of the training for interactive questions to be answered.

Procedures

Responding to Actual or Potential Workplace Violence Emergencies

In the event of an actual or potential workplace violence emergency, Department Director will alert employees of the presence, location, and nature of the workplace violence through the following methods:

- TEXT MESSAGE

When any employee becomes aware of an actual or potential workplace violence emergency, they shall notify the Department Director.

Employees shall implement the run, hide, and fight protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

Employees shall call 911 to report the incident and request assistance from law enforcement.

Emergencies and Reporting a Crime

For immediate assistance in an emergency that is not associated with a service call, contact emergency services or law enforcement by calling 911. For immediate assistance in an emergency associated with a service call in progress, follow internal procedures for requesting immediate back-up assistance by notifying local law enforcement. Employees should also notify their supervisor, manager, and the Administrator as soon as possible.

Reporting Workplace Violence Concerns

Employees who witness or experience *threats of violence or workplace violence* can report the incident through their chain of command or directly to Human Resources. Employees may report anonymously and without fear of reprisal by submitting the incident in writing through interoffice mail.

Restraining Orders

Employees or other personnel affiliated with the City of Kerman who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Administrator. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Administrator to decide what actions, if any, need to be initiated.

Hazard Assessment

Workplace hazard assessments will include:

- An annual review of the past year's workplace violence incidents; and
- Periodic physical security assessments.

The Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist (Appendix B) can be used to assist with the security assessment. Inspections are performed according to the following schedule:

- Once a year;
- When the plan is implemented;
- When new, previously unidentified workplace violence/security hazards are recognized; and
- When workplace violence injuries or threats of injury occur.

Hazard Correction

Work practice controls will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

Work practice controls are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

- Appropriate staffing levels;
- Provision of dedicated safety personnel (i.e. security guards);
- Employee training on workplace violence prevention methods; and
- Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner based on the severity of the hazard, documented and dated.

Post Incident Response and Investigation

Managers and supervisors will use the Workplace Violent Incident Log (Attachment A) to assist in documenting incidents and investigations.

These procedures will occur following an incident:

- Provide immediate medical care or first aid;
- Identify all employees involved in the incident;
- Offer staff individual trauma counseling resources;
- Conduct a debriefing with all affected staff;
- Determine if corrective measures developed under this plan were effectively implemented; solicit feedback from all personnel involved in the incident as to the cause of this incident and if injuries occurred, how injury could have been prevented; and
- Record the incident in the Workplace Violent Incident Log.

Recordkeeping

- Records of workplace violence hazard identification, evaluation, and correction will be maintained for three years in accordance with the recordkeeping requirements of the City of Kerman’s Injury and Illness Prevention Program.
- Training for each employee, including the employee’s name, training dates, type of training, and training provider will be maintained for a minimum of three years.
- Records of violent incidents (Workplace Violent Incident Log) will be maintained a minimum of five years at City Hall Human Resource Department.

Annual Review

The City of Kerman’s Workplace Violence Prevention Plan will be reviewed annually and updated as needed considering the following criteria:

- Staffing;
- Sufficiency of security systems;
- Job, equipment, and facility design and risks;
- Modifications or additions to tasks and procedures that affect plan implementation;
- Newly identified hazards;
- Prior year incidents;
- Identified deficiencies; and
- Feedback provided by employees and their authorized representatives.

Appendix A

WORKPLACE VIOLENT INCIDENT LOG

This form must be completed for every record of violence in the workplace

Incident ID #*:	Date and Time of Incident:	Department:
-----------------	----------------------------	-------------

Specific Location of Incident:

** Do not identify employee by name, employee #, or SSI. The Incident ID must not reflect the employee's identity)*

Describe Incident (Include additional pages if needed):

Assailant information:

☐ Patient	☐ Client	☐ Customer
☐ Family or Friend of Patient	☐ Family or Friend of Client	☐ Family or Friend of Customer
☐ Partner/Spouse of Victim	☐ Parent/Relative of Victim	☐ Co-Worker/Supervisor/Manager
☐ Former Partner/Spouse of Victim	☐ Animal	☐ Person In Custody
☐ Robber/Burglar	☐ Passenger	☐ Stranger
☐ Student	☐ Other:	

Circumstances at time of incident:

☐ Employee Performing Normal Duties	☐ Poor Lighting	☐ Employee Rushed
☐ Employee Isolated or Alone	☐ High Crime Area	☐ Low Staffing Level
☐ Unable to Get Help or Assistance	☐ Working in a Community Setting	☐ Unfamiliar or New Location
☐ Other:		

Location of Incident:

☐ Patient or Client Room	☐ Emergency or Urgent Care	☐ Hallway
☐ Waiting Room	☐ Restroom or Bathroom	☐ Parking Lot or Outside Building
☐ Personal Residence	☐ Breakroom	☐ Cafeteria
☐ Other:		

Type of Incident (check as many apply):

☐ Robbery	☐ Grabbed	☐ Pushed
☐ Verbal Threat or Harassment	☐ Kicked	☐ Scratched
☐ Sexual Threat, Harassment, or Assault	☐ Hit with an Object	☐ Bitten
☐ Animal Attack	☐ Shot (or Attempted)	☐ Slapped
☐ Threat of Physical Force	☐ Bomb Threat	☐ Hit with Fist
☐ Threat of Use of Weapon or Object	☐ Vandalism (of Victim's Property)	☐ Knifed (or Attempted)
☐ Assault With A Weapon or Object	☐ Vandalism (of Employer's Property)	☐ Arson
☐ Robbery	☐ Other:	

Consequences of incident:

Medical care provided? ☐ Yes ☐ No	Law enforcement called? ☐ Yes ☐ No	Security contacted? ☐ Yes ☐ No
Did anyone provide assistance to conclude the event? ☐ Yes ☐ No	Days lost from work (if any) _____	
Actions taken by employer to protect employees from a continuing threat? ☐ Yes ☐ No		

Completed by:

Name:	Title:	Date:
Telephone:	Email:	
Signature:	Telephone:	

Appendix B

WORKPLACE VIOLENCE PREVENTION
ENVIRONMENTAL HAZARD ASSESSMENT & CONTROL CHECKLIST

Assessed by:	Title:
Location(s) Assessed:	

This checklist is designed to evaluate the workplace and job tasks to help identify situations that may place employees at risk of workplace violence.

- Step 1: Identify risk factors that may increase The City of Kerman’s vulnerability to workplace violence events
- Step 2: Conduct a workplace assessment to identify physical and process vulnerabilities
- Step 3: Develop a corrective action plan with measurable goals and target dates

STEP 1: IDENTIFY RISK FACTORS

Yes	No	Risk Factors	Comments:
		Does staff have contact with the public?	
		Does staff exchange money with the public?	
		Does staff work alone?	
		Is the workplace often understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Does staff enter areas with high crime rates?	
		Does staff have mobile workplaces?	
		Does staff perform public safety functions that might put them in conflict with others?	
		Does staff perform duties that may upset people?	
		Does staff work with people known or suspected to have a history of violence?	
		Do any employees have a history of threats of violence?	

STEP 2: CONDUCT ASSESSMENT

Building Interior

Yes	No	Building Interior	Comments:
		Are employee ID badges required?	
		Are employees notified of past workplace violence events?	
		Are trained security personnel or staff accessible to employees?	
		Are bullet resistant windows or similar barriers used when money is exchanged with the public?	
		Are areas where money is exchanged visible to others?	
		Is a limited amount of cash kept on hand with appropriate signage?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in waiting areas?	
		Do areas used for client or visitor interviews allow co-employees to observe problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employee entrapment?	
		Are clients and visitors clearly informed how to use the department services so they will not become frustrated?	
		Are private, locked restrooms available for employees?	
		Do employees have a secure place to store personal belonging?	

Building Exterior

Yes	No	Building Exterior	Comments:
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Are security personnel provided outside the building?	
		Is video surveillance provided outside the building?	
		Is there enough lighting to see clearly?	
		Are all exterior walkways visible to security personnel?	

Parking Area

Yes	No	Parking Area	Comments:
		Is there a nearby parking lot reserved for staff?	
		Is the parking lot attended and secure?	
		Is the parking lot free of blind spots and landscape trimmed to prevent hiding places?	
		Is there enough lighting to see clearly?	
		Are security escorts available?	

Security Measures

Yes	No	Security Measures	Comments:
		Is there a response plan for workplace violence emergencies?	
		Are there physical barriers? (between staff and clients)	
		Are there security cameras?	
		Are there panic buttons?	
		Are there alarm systems?	
		Are there metal detectors?	
		Are there X-ray machines?	
		Do doors lock?	
		Does internal telephone system activate emergency assistance?	
		Are telephones with an outside line programed for 911?	
		Are there two-way radios, pagers, or cell phones?	
		Are there security mirrors?	
		Is there a secured entry?	
		Are there personal alarm devices?	
		Are there "drop safes" to limit available cash?	
		Are pharmaceuticals secured?	
		Is there a system to alert staff of the presence, location, and nature of a security threat?	
		Is there a system in place for testing security measures?	

STEP 3: DEVELOP CORRECTIVE ACTION PLAN
(Action Plan Types: BI – Building Interior, BE – Building Exterior, PA – Parking Area, SM – Security Measure)

Type	Action Item	Person(s) Responsible	Target Date	Status	Comments



STAFF REPORT

MEETING DATE: May 14, 2025

PRESENTER: Akayla Cheema, Human Resources Officer

SUBJECT: Public Hearing on Status of City’s Personnel Vacancies, Recruitment, and Retention Efforts as Required by AB 2561 pursuant to Government Code Section 3502.3 (AC)

RECOMMENDATION: Conduct public hearing on status of City’s personnel vacancies, recruitment, and retention efforts and provide direction to staff.

EXECUTIVE SUMMARY:

Staff will be presenting the status of personnel vacancies, recruitment, and retention efforts as required by AB 2561 pursuant to Government Code Section 3502.3. The table below summarizes vacancies for each bargaining unit as of May 14, 2025.

Bargaining Unit	Vacancy Rate as of 5/14/2025
Kerman Miscellaneous Employee Association	4.26%
Kerman Peace Officers Association	0%

There is one current vacancy for KMEA which has existed since January 15, 2021. This position is Water Distribution & Waste Water Manager. This is not an entry level position; this position requires the candidate to be in possession of an active Grade III Water Distribution and Grade III Wastewater Treatment Plant Operations Certificate issued by the California State Water Resources Control Board.

Since the vacancy of this position, please note the following:

- The City has engaged in one recruitment.
- One application was received in 2022, the candidate did not have the required certificates
- Two applications were received in 2024; one candidate did not have any of the required certificates; one candidate was offered the position; however, that candidate declined a few days prior to the start date
- The job is periodically advertised on industry specific job boards such as:
 - California Water Jobs
 - American Public Works Association
 - California City News
 - Western City Magazine
 - Brown and Caldwell Water Jobs
- An approximate \$4000.00 has been spent on recruitment advertisements

- Since COVID led to industries being impacted on early retirements, this is one industry that has been impacted locally, making it hard to find candidates that hold the certifications required to hold the position.

Based on the foregoing, management is exploring revision of the position.

BACKGROUND:

Effective January 1, 2025, AB 2561 requires public agencies, including the City, to hold at least one (1) public hearing per fiscal year to discuss vacancies and recruitment and retention efforts. This report discusses the City's legal obligations under the new law.

AB 2561 was adopted by the state legislature to address the issue of job vacancies in local government, which adversely affects the delivery of public services and employee workload. Among other requirements, the bill mandates that public agencies present the status of vacancies and recruitment and retention efforts during a public hearing before the agency's governing body at least once per fiscal year. The bill was enacted into law and is codified at Government Code section 3502.3.

In compliance with the new legal obligations, the City is required to do the following:

1. Public Hearing: At least once each fiscal year, at a public hearing before the City Council, the City shall present information regarding the status of vacancies and recruitment and retention efforts (Gov. Code § 3502.3(a)(1)) and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process (Gov. Code § 3502.3(a)(3)).

If the City Council adopts an annual or multi-year budget during the fiscal year, this presentation **must occur prior to the Council's adoption of the final budget.** (Gov. Code § 3502.3(a)(2).)

2. Employee Organization Participation: Allow the recognized employee organization for each bargaining unit at the City to present questions during the public hearing concerning vacancies and recruitment and retention efforts. The City of Kerman has two (2) bargaining units: KMEA and KPOA. (Gov. Code § 3502.3(b).)
3. Additional Reporting for High Vacancy Rates: If vacancies within a single bargaining unit meet or exceed 20% of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City must provide additional information during the public hearing, including the following: (1) the total number of vacancies; (2) the number of applicants; (3) the average time to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit. (Gov. Code § 3502.3(c).)

FISCAL IMPACT:

There is no direct fiscal impact associated with conducting the public hearing required under Government Code section 3205.3. However, addressing recruitment and retention issues may involve future budget and bargaining considerations, which will be presented to the City Council as necessary.

ATTACHMENTS:

None.



STAFF REPORT

MEETING DATE: May 14, 2025

PRESENTER: John Jansons, City Manager

SUBJECT: Implementation of Findings of Compensation Survey and Study for At Will, Executive Management Employees (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving adjustments to the approved salary scales implementing the findings of compensation survey and study for At Will, Executive Management employees.

EXECUTIVE SUMMARY:

The City performed a comprehensive study of salary and benefits of local city employees to determine Kerman's competitiveness for labor and talent in the marketplace. As a result, adjustments were made as part of the labor negotiations process with the Kerman Police Officers Association KPOA and the Kerman Municipal Employees Association (KMEA) in 2024 to implement the recommendations of the salary survey and to adjust employee salaries to be at competitive levels in the marketplace.

The final phase of that study compared the salary levels of Kerman Department Directors to the other cities that Kerman competes with for talent and determined that increases are warranted for Kerman to remain able to retain and attract qualified and talented executive management personnel.

DISCUSSION:

Kerman Department Directors are At-Will employees employed by an Employment Contract. They are not members of a collective bargaining unit as with KPOA and KMEA who bargain for pay and benefits every three years. With no collective bargaining and the City's past focus on police personnel staffing and compensation, this has contributed to the delay in addressing salary competitiveness of Directors.

The Kerman Department Directors are eligible to receive annual merit increases upon successful performance, but the base pay ranges have not been examined for competitiveness in at least more than ten years. As a result, Department Director salaries have fallen woefully behind neighboring cities. Adjustments are now proposed to close that gap and reset salary levels seven percentage points over the median salaries identified in comparable small cities in Fresno, Madera and Tulare Counties.

The City Council reviewed the study results and recommendations on March 26, 2025, and April 9, 2025 and directed staff to proceed with preparing the necessary updated salary scales and

an implementing resolution to that effect. Approval of the attached resolution (**Attachment 'A'**) will set the new rates of pay in place effective July 1 of 2025, in alignment with the new Fiscal year 25-26 budget. **Exhibit 'A'** to the resolution presents the new pay ranges for the following positions: Director of Community Services ("Parks and Recreation"); Director of Community Development ("Planning and Building"); Director of Finance; Director of Public Works and Chief of Police.

FISCAL IMPACT:

The new personnel costs of approximately \$210,000 are factored into the proposed 25-26 Fiscal Year budget with \$115,500 (55%) allocated the General Fund and \$94,500 (45%) allocated to other departmental and Enterprise Funds accordingly.

ATTACHMENTS:

A. Resolution w/Exhibit

RESOLUTION NO. 25-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING IMPLEMENTATION OF THE RESULTS OF THE COMPARABLE SALARY SURVEY FINDINGS WITH ADJUSTMENT TO SALARY SCALES OF DEPARTMENT DIRECTORS BASE SALARIES IN THE AMOUNT OF \$210,000 TO IMPROVE THE CITY’S COMPETITIVENESS FOR TALENT ACQUISITION AND RETENTION EFFECTIVE JULY 1, 2025.

WHEREAS, as a condition of labor negotiation cycles beginning in 2021, the City committed to conducting a salary comparison study of 12 similar sized cities in a reasonable commute range to assess Kerman’s competitiveness for talent acquisition and retention; and

WHEREAS, the City had not comprehensively updated its salary scales to remain in a competitive position for talent in over ten years; and

WHEREAS, the City conducted such a comprehensive salary comparison study to gauge its competitive position for employee talent recruitment and retention, and found that adjustments were warranted to address Kerman’s non-competitive position; and

WHEREAS, Phase One of the study resulted in salary adjustments being approved by City Council for Members of the Kerman Peace Officers Association approved by City Council on February 14, 2024; and

WHEREAS, Phase Two of the study resulted in salary adjustments for members of the Kerman Municipal Employees Association approved by City Council on March 13, 2024; and

WHEREAS, the Final Phase of the study examined salary scales for City Department Directors with recommended adjustments necessary to be competitive in the talent marketplace; and

WHEREAS, a thorough examination of, and appropriate adjustment to, City Department Director salary scales had not been performed for approximately ten years, adjustment to the scales are now proposed to place Kerman in a competitive position for talent acquisition and retention; and

WHEREAS, the City Council reviewed the study results and recommendations on March 26, 2025 and April 9, 2025 and directed staff to proceed with preparing the necessary updated salary scales and an implementing resolution to that effect.

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

1. The foregoing recitals are true and correct and incorporated by reference.
2. The City Council accept the findings of the study and its suggested adjustments to Department Director salary scales as shown in **Exhibit ‘A’**.

- 3. The positions to be adjusted in this action include: Director of Community Development, Director of Community Services, Director of Finance, Director of Public Works and Chief of Police.
- 4. The City approves of the aggregate increase in salaries of approximately \$210,000 of which approximately \$115,500 (55%) is allocated to the City’s General Fund and \$94,500 (45%) is allocated to other Departmental and Enterprise Fund Accounts to incorporate the recommended adjustments.
- 5. The City Council authorizes the City Manager and Director of Finance to make the necessary adjustments to the Department Director salary scales for implementation in the Fiscal Year 25/26 budget, effective July 1, 2025.
- 6. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 14th day of May 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Management Employees

Section 7, Item A.

July 2025 - June 2026

Management	Step A	Step B	Step C	Step D	Step E	Step F	Step G
City Manager	\$ 15,194	\$ 15,954	\$ 16,752	\$ 17,590	\$ 18,030	\$ 18,480	\$ 18,943
Police Chief	\$ 10,570	\$ 11,099	\$ 11,654	\$ 12,237	\$ 12,849	\$ 13,491	\$ 14,166
Community Development Director	\$ 9,167	\$ 9,625	\$ 10,106	\$ 10,611	\$ 11,142	\$ 11,699	\$ 12,284
Director of Public Works	\$ 8,611	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,467	\$ 10,990	\$ 11,540
Finance Director	\$ 9,298	\$ 9,763	\$ 10,251	\$ 10,764	\$ 11,302	\$ 11,867	\$ 12,460
Community Services Director	\$ 8,636	\$ 9,068	\$ 9,521	\$ 9,997	\$ 10,497	\$ 11,022	\$ 11,573

All Management employees are at will employees with employee agreements

***Per current employee agreement, employee shall be eligible for a 5% increase each year upon satisfactory evaluation



STAFF REPORT

MEETING DATE: May 14, 2025

PRESENTER: John Jansons, City Manager

SUBJECT: Contract with Spectrum Energy Solutions for PG&E Account Audits, Energy Cost Saving Services and Solar Performance Analysis and Optimization (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving a two year contract with Spectrum Energy Solutions in the amount of \$37,300 for PG&E account audits, energy cost saving services, and solar performance analysis/optimization and for sharing of cost savings.

EXECUTIVE SUMMARY:

The proposed resolution (**Attachment 'A'**) will approve a two-year contract with Spectrum Energy Solutions in the amount of \$37,300 for PG&E Account Audits, Energy Cost Saving Services, and Solar Performance Analysis/Optimization. Spectrum Energy Solutions will also receive payment equal to a 30% share of initial cost savings, realized by the City or rebated to the City, due to the identification of PG&E billing errors in the prior 12 months.

DISCUSSION:

Spectrum Energy Solutions have systems in place and are experienced with identifying potential billing errors by PG&E, or rate and tier modifications recommended to increase energy efficiency at City facilities and ultimately realize utility cost savings to the City. Additionally, their expertise will identify cost savings strategies, proposed improvements, and solar optimization leading to further cost savings for the City.

The Professional Services Agreement, **Exhibit 'A'** to the resolution, is for a period of two years to audit all City electrical and gas accounts for any possible billing errors, and then routinely monitor all accounts to identify tier adjustments and ongoing cost saving opportunities. Approval of the resolution by the City Council will authorize the City Manager to execute the contract.

FISCAL IMPACT:

The two-year agreement is for a total of \$37,300 that includes monthly service fees for account auditing and monitoring, as well as a Year 1 fee of \$8,500 for solar performance analysis and optimization recommendations. The agreement also provides that Spectrum Energy Solutions will receive payment equal to a 30% share of initial costs savings realized by the City or rebated to the City due to identification of PG&E billing errors in the prior 12 months.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A TWO -YEAR PROFESSIONAL SERVICES AGREEMENT WITH SPECTRUM ENERGY SOLUTIONS IN THE AMOUNT OF \$37,300 FOR PG&E ACCOUNT AUDITS, ENERGY COST SAVING SERVICES, AND SOLAR OPTIMIZATION ANALYSIS AND FOR SHARING OF COST SAVINGS

WHEREAS, the City believes it to be beneficial to examine utility billing rates for accuracy and cost savings; and

WHEREAS, Spectrum Energy Solutions (SES) is experienced in assessing electrical usage and billing data and identifying potential cost saving strategies, and

WHEREAS, SES has systems to review and audit electrical meter rates and tiers for accuracy and time of use alignment to identify savings for customers.

WHEREAS, SES has performed rate and use analysis for Reedley, CA successfully identifying billing errors in favor of the city, and

WHEREAS, with exponential electrical rate increases levied by Pacific Gas and Electric over the last few years it has become imperative for Kerman to look for cost savings and efficiency opportunities.

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

1. The foregoing recitals are true and correct and incorporated by reference.
2. The City Council approves Professional Service Agreement with Spectrum Energy Solutions for PG&E account audits, energy cost saving services and solar optimization analysis (**Exhibit 'A'**).
3. The City Council authorizes the City Manager to execute the Agreement.
4. This resolution is effective upon adoption.

Certification on following page.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 14th day of May 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025 (hereinafter, the "Effective Date"), by and between the CITY OF KERMAN, a municipal corporation ("CITY") and SPECTRUM ENERGY SOLUTIONS (hereinafter, "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

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional auditing of electrical and gas usage accounts, energy conservation and cost savings recommendations and analysis of existing solar performance, optimization and equipment review services for the City; and

WHEREAS, such services benefit CITY by providing dedicated, expert services; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors;

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, CONSULTANT submitted a proposal, dated April 14, 2025, in response to the City's request for professional energy auditing and consulting services; and

WHEREAS, this Agreement was approved by the Kerman City Council at its regular meeting on; the ____ day of _____, 2025.

NOW, THEREFORE, for and in consideration of the 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 further 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's discretion and need for on-call, as- needed services.

1.2 TERM:

- A. This Agreement shall have a term commencing on the Effective Date and will expire on June 30, 2027.
- B. CONSULTANT may ask and CITY may grant an extension 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's right to terminate this Agreement at any time for convenience or for cause as provided herein.

1.3 COMPENSATION:

- A. Generally, CONSULTANT shall perform all of the various services and tasks that comprise the work in accordance with the hourly compensation schedule included in **Exhibit "B."**
- B. CONSULTANT's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of THIRTY-SEVEN, THREE HUNDRED DOLLARS (\$37,300), (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY. 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, 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. 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.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

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 Michael Jennings, President/CEO, to act as its primary 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; and
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY; and
- 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.); and
- 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; and
- 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) calendars 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, 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 Gal/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") should, 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 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. 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:

Continued on Next Page

CONSULTANT:

Spectrum Energy Solutions
Attn: Michael Jennings
President/CEO.
1444 Fulton Street
Fresno, CA 93721

CITY:

City of Kerman
Attn: John Jansons
City Manager
850 S. Madera Ave.
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: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 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 Central District of 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

Spectrum Energy Solutions

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**

To perform scope of work as described below and as described in Proposal dated April 14, 2025 (Attachment 1), City agrees to make available and facilitate access to all meter information and billing records in conjunction with utility providers.

PART I: ENERGY ACCOUNTING AND OPTIMIZATION OF TARIFFS

Performed Monthly

Task:

- 1.1 Energy accounting and auditing focused on utility accountability, demonstrating need for rate adjustments and assistance therewith.
- 1.2 PG&E tariff optimization analysis, develop cost saving strategies and assist with utility engagement to implement changes resulting in savings.
- 1.3 Advocacy and engagement to recover costs.
- 1.4 Recommendations to reduce pumping costs.
- 1.5 Review all PG&E new business project files for City facilities and projects.
- 1.6 Review and auditing of natural gas costs and recommendations to optimize rates, focused on Utility accountability and demonstrate need for rate adjustments and assistance therewith.
- 1.7 Develop and Introduce demand response opportunities.

PART II: SOLAR ANALYSIS AND OPTIMIZATION

Performed during Year 1.

Task:

- 2.1 Optimize RSBCT
- 2.2 Accounting review of PG&E payments and true-ups.
- 2.3 Review vendor contract(s) versus actual solar performance.
- 2.4 Review equipment performance with a view to optimization and recommendations to improve performance toward attaining system optimization.

EXHIBIT 'B'

FEE SCHEDULE

The two-year agreement is for a total of \$37,300 that includes monthly service fees for account auditing and monitoring, as well as a Year 1 (\$8500) for solar performance analysis and optimization recommendations. (Proposal Attached)

Part I Work:

As described in Scope of Work, Part 1 work will be performed by Consultant in a workman like manner for the sum of One Thousand, Two Hundred Dollars (\$1,200) per month.

Part II Work:

As described in Scope of Work, Part II work will be performed by Consultant in Year 1 in a workman like manner for the sum of Eight Thousand, Five Hundred Dollars (\$8,500) as a fixed fee, not to exceed amount for Task 2,1 through 2.4 as described in Exhibit A above.

Cost Savings Share:

This Agreement provides that Spectrum Energy Solutions will receive payment equal to a 30% share of initial costs savings realized by the City or rebated to the City due to the identification of PG&E billing errors in the prior 12 months.

In no instance shall the amount paid to Consultant exceed \$37,300 exclusive of cost sharing over a 24-month period.

END

ATTACHMENT 1

Proposal dated April 14, 2025.

John Jansons
850 S. Madera Avenue
Kerman, CA 93630

April 14, 2025

RE: Professional Energy Services

John,

This will update our scope of work to provide professional energy services to the City of Kerman. Per our recent discussion, I am breaking these down into two different buckets for your consideration.

I. Energy Accounting and optimization of tariffs

- Scope**
- Energy accounting focused on utility accountability
 - PG&E tariff optimization
 - Advocacy to recover costs
 - Reduce pumping costs
 - Review all PG&E new business project files
 - Review natural gas cost and optimize
 - Introduce demand response opportunities

Fees: \$1,200 per month plus 30% of bona fide energy cost reduction

Term: Two years

II. Solar Analysis and Optimization

- Optimize RSBCT
- Accounting review of PG&E payments and true-ups
- Review vendor contract versus actual solar performance
- Review equipment performance with a view to optimization

Fees: \$8,500

Our Spectrum team is pleased to provide you with this proposal and look forward to your questions and comments.

Best Regards,

Michael Jennings

President/CEO

1444 Fulton St.
Fresno, CA 93721
www.spectrum-nrg.com

CITY CLERK
Josie Camacho

Mayor – Maria Pacheco
Mayor Pro Tem - Gary Yep
Council Members
Raj Dhaliwal
Berdie Hall
Ismael Herrera



850 S. Madera Avenue
Kerman, CA 93630

Section 7, Item C.

Phone: (559) 550-1414
Fax: (559) 846-6199
jcamacho@cityofkerman.org

Kerman City Council Reorganization

Committees, Commissions and Boards

Council of Fresno County Governments (COG): Alternate: Contact: Brenda Veenendaal/Denise Flores Meets the 4 th Thursday of each month, 6:00 p.m.	Maria Pacheco Gary Yep
Fresno Co. Mosquito and Vector Control Board: Alternate: Contact: Julia Laciste - julia@fresnomosquito.org Meets 3 rd Wed of each month, 2 pm	Michael Barajas Gary Yep
Planning Commission: Alternate: Staff: Meets 2 nd Monday of each month 6 p.m.	Ismael Herrera Raj Dhaliwal Planning Director
Recreation Commission: Alternate: Staff: Meets the 3 rd Tuesday of each month 6 p.m.	Ismael Herrera Raj Dhaliwal CS Director
Traffic Committee: Chair: Meets as needed	Berdie Hall Chief of Police
San Joaquin Valley Air Pollution Control District Alternate: Contact: Katrina Rojas katrina.rojas@valleyair.org Ad Hoc Committee - Meets as needed	Berdie Hall Maria Pacheco
Upper Kings Basin Water Authority: Alternate: Contact: Brian Trevarrow btrevarrow@krcd.org Meets quarterly, third Wednesday of the month at 9:30 a.m.	Gary Yep Jesus Gonzalez
Ground Water Sustainability Agency Alternate/Technical Attendee: Alternate/Technical attends (no voting or board member needed at this time)	Jesus Gonzalez

Approved (RD/IH 5-0-0-0) by minute order on: January 22, 2025


Josie Camacho, City Clerk