



CITY COUNCIL REGULAR MEETING AGENDA
Wednesday, February 22, 2023 at 6:00 PM
Kerman City Hall, 850 S. Madera Avenue, Kerman, CA 93630

1. OPENING CEREMONIES

- A. Welcome - Mayor
- B. Call to Order
- C. Roll Call
- D. Invocation

At this time the Council wishes to provide anyone an opportunity to give a brief invocation or inspirational thought. In accordance with law, we would request this opportunity not be used to recruit converts, to advance anyone, or to disparage any other faith or belief. If no one steps forward, we will observe a moment of silence so that we may all focus our thoughts on how best to serve our community.

- E. Pledge of Allegiance

2. AGENDA APPROVAL / ADDITIONS / DELETIONS

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

3. PRESENTATIONS / CEREMONIAL MATTERS - None

4. REQUEST TO ADDRESS COUNCIL

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 February 8, 2023

RECOMMENDATION: Council approve minutes as presented.

B. **SUBJECT:** Payroll

01/02/23 - 01/21/23: \$168,967.57; Retro Pay & Other: \$1,136.90; Overtime: \$9,209.24; Holiday at 1/2 Time: \$915.66; Standby: \$1,496.28; Comp Time Earned: 55.50

RECOMMENDATION: Council approve payroll as presented.

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

1. Nos. 25992-26116 \$371,351.98 ACH \$124,599.65

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

D. **SUBJECT:** Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Ordinance Adding Chapter 1.36 To Title 1 of the Kerman Municipal Code Relating to a Master Fee Schedule and Amending Section 5.04.090 Of Chapter 5.04, Section 5.24.040 of Chapter 5.24, Section 5.26.030 of Chapter 5.26, and Section 12.28.050 of Chapter 12.28 Regarding User and Regulatory Fees (JA)

RECOMMENDATION: Council by motion waive full second reading and adopt Ordinance Adding Chapter 1.36 To Title 1 of the Kerman Municipal Code Relating to a Master Fee Schedule and Amending Section 5.04.090 Of Chapter 5.04, Section 5.24.040 of Chapter 5.24, Section 5.26.030 of Chapter 5.26, and Section 12.28.050 of Chapter 12.28 Regarding User and Regulatory Fees.

F. **SUBJECT:** Approving Agreements with San Joaquin Valley Unified Air Pollution District for the Replacement of five Vehicles with Alternative Fuel Vehicles (Projects G-145425, G-145426, G-145427, G-145428 and G-145429) and authorize the City Manager to Execute the Agreements

RECOMMENDATION: Council by motion adopt resolution approving the agreements with San Joaquin Valley Air Pollution Control District to purchase five alternative fuel vehicles (Projects G- 145425, G-145426, G-145427, G-145428 and G-145429) and authorize the City Manager to execute the agreements.

- G. **SUBJECT:** Rescinding Resolution 20-15 Proclaiming a Local Emergency within the City due to COVID-19 (JAJ)

RECOMMENDATION: Council by motion adopt a resolution rescinding Resolution No. 20-15 terminating the proclamation of a local emergency within the City due to COVID-19.

- H. **SUBJECT:** Amendment and Extension of Professional Services Agreement with Hamner, Jewell & Associates, DBE of Beacon Integrated Professional Resources, Inc., a California S Corporation, for Real Property Acquisition Services (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving Amendment Number 1 to Professional Services Agreement with Hamner, Jewell & Associates, DBE of Beacon Integrated Professional Resources, Inc., A California S Corporation, for real property acquisition services.

6. PUBLIC HEARINGS - None.

7. DEPARTMENT REPORTS

- A. **SUBJECT:** A Request for Public Convenience or Necessity for a Type 20 (Off-Sale Beer and Wine) ABC License for Vikram Vohra and Vinay Vohra (Fast N Easy) Located at 14195 W Whitesbridge Rd. (JRO)

RECOMMENDATION: Council by motion, review and consider adoption of a Resolution Adopting Findings of Public Convenience or Necessity for a Type 20 (Off-Sale Beer & Wine) ABC License for Vikram Vohra and Vinay Vohra (Fast N Easy) Located at 14195 W Whitesbridge Rd. (which is pending consideration of a Conditional Use Permit).

- B. **SUBJECT:** Continued Discussion of Request by Mayor Pacheco for City Council Consideration to Host Fresno City College Associated Student Government and Mock Student Trial with Kerman High School in 2023 (JAJ).

RECOMMENDATION: Council continue discussion of request by Mayor Pacheco to host Fresno City College Associated Student Government and Mock Student Trial with Kerman High School in 2023 and direct staff accordingly.

- C. **SUBJECT:** Consideration of City Council Attendance at California League of Cities, *City Leaders Summit* (JAJ)

RECOMMENDATION: Staff recommends Council approve attendance of the Mayor and Mayor Pro Tem, or alternatively, any one or two Council Members at the California League of Cities, *City Leaders Summit* in Sacramento on April 12 through April 14, 2023.

8. CITY MANAGER / STAFF COMMUNICATIONS

- A. Downtown Revitalization/Clean CA Grant Update

9. MAYOR / COUNCIL REPORTS

This portion of the meeting is reserved for the Mayor and Councilmembers (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 any on Council Member, and (iv) to take action on matters initiated under this section of the agenda. (Under this section the Council may take action only on items specifically agenzized and which meet other requirements for action.)

10. CLOSED SESSION – None.

11. ADJOURNMENT

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

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.net or upon request by emailing the City Clerk at publicmeeting@cityofkerman.org or calling (559) 846-9380. The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please contact the City Clerk at (559) 846-9380 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, Marci Reyes, 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: February 17, 2023 /s/ Marci Reyes, City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, February 08, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome - Mayor
- B. Call to Order - **6:04 p.m.**
- C. Roll Call - **All present.**
- D. Invocation - **City Clerk/Chief of Police**
- E. Pledge of Allegiance - **Performed.**

2. AGENDA APPROVAL / ADDITIONS / DELETIONS

Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer. Voting Yea: Mayor Pacheco, Council Member Coleman, Council Member Herrera

3. PRESENTATIONS / CEREMONIAL MATTERS

- A. Proclaiming February as Teen Dating Violence Awareness Month (MR)
Presented.
- B. **SUBJECT:** Presentation of Government Finance Officers Association: Distinguished Budget Presentation Award (JAJ)
Presented.

4. REQUEST TO ADDRESS COUNCIL

Gilbert Feliz, Assembly Member Soria's Office

5. CONSENT CALENDAR

Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer. Voting Yea: Mayor Pacheco, Council Member Coleman, Council Member Herrera

- A. **SUBJECT:** Minutes - January 25, 2023 (MR)
RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll

12/25/22 - 1/07/23: \$166,701.90; Retro Pay & Other: \$2,538.94; Overtime: \$8,841.99; Holiday at 1/2 Time: \$2,079.75; Standby: \$1,933.50; Comp Time Earned: 30.00

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 25947- 25991 \$230,284.33 ACH \$ 9,918.82

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

D. SUBJECT: Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. SUBJECT: Ratifying Donation to Youth Leadership Institute (MR)

RECOMMENDATION: Council by motion adopt resolution ratifying the donation to Youth Leadership Institute in the amount of \$500. **Res 23-10**

F. SUBJECT: Authority to Update Job Descriptions for City Personnel (JAJ)

RECOMMENDATION: Council by motion adopt resolution affirming the authority of Human Resources Department staff to make necessary changes to job descriptions as needed subject to approval by the City Manager/Personnel Director and in consultation with represented labor groups as may be required. **Res 23-11**

6. PUBLIC HEARINGS**A. SUBJECT: User and Regulatory Fee Update (JA)**

RECOMMENDATION: Staff recommends the City Council:

1. Waive full reading and introduce Ordinance Adding Chapter 1.36 To Title 1 of the Kerman Municipal Code Relating to a Master Fee Schedule and Amending Section 5.04.090 Of Chapter 5.04, Section 5.24.040 of Chapter 5.24, Section 5.26.030 of Chapter 5.26, and Section 12.28.050 of Chapter 12.28 Regarding User and Regulatory Fees.
2. Approve a resolution adopting a Master Fee Schedule regarding user and regulatory fees effective July 1, 2023.

Opened/Closed PH Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer. Voting Yea: Mayor Pacheco, Council Member Coleman, Council Member Herrera

7. DEPARTMENT REPORTS

- A. **SUBJECT:** Council Agenda and City Council Requests for Future Agenda Items (MR)

RECOMMENDATION: Council clarify requests for future items be made by majority vote.

Clarification given by Council on future agenda items to be at the request of any one Council Member.

- B. **SUBJECT:** Request by Mayor Pacheco for City Council consideration to host a meeting of the Fresno City College Associated Student Government in 2023 (JAJ)

RECOMMENDATION: Council discuss request by Mayor Pacheco to host a meeting of the Fresno City College Associated Student Government in 2023.

Continued to next agenda to explore options. Motion made by Council Member Yep, Seconded by Council Member Herrera. Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer, Council Member Coleman

8. CITY MANAGER / STAFF COMMUNICATIONS

9. MAYOR / COUNCIL REPORTS

10. CLOSED SESSION - None.

11. ADJOURNMENT

MINUTES CERTIFICATION

I, MARCI REYES, 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: February 9, 2023


Marci Reyes, City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: January 08, 2023 - January 21, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>										
Alvarez, Josefina	\$ 3,572.18	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,572.18	-
Camacho, Josie	\$ 2,515.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,515.54	3.75
Cheema, Akayla	\$ 2,356.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,356.62	9.75
Gonzalez, Diana	\$ 3,553.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,553.84	-
Jansons, John	\$ 6,678.60	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,678.60	-
Linares, Vanessa	\$ 1,566.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,566.15	-
Lopez, Jacqueline	\$ 2,221.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,221.08	-
Mendoza, Gabriela	\$ 2,019.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,019.38	12.00
Reyes, Marcia	\$ 3,669.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,669.51	-
Sandoval, Veronica	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
TOTAL	\$ 29,647.06	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 29,647.06	25.50
<u>REC/SOCIAL</u>										
Acosta-Parra, Melany	\$ 93.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 93.00	-
Brar, Manreet	\$ 93.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 93.00	-
Burdine-Slaven, Jeanna	\$ 2,248.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,248.62	-
Crow, Shannon	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	-
Escamilla, Paloma	\$ 58.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 58.13	-
Flores, Haley	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	-
Garcia, Anthony	\$ 1,439.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,439.08	-
Hurlbert, Ronald	\$ 465.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 465.00	-
Jauriqui, Jose	\$ 594.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 594.00	-
Johnson, Theresa	\$ 3,186.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,186.62	-
Martinez, Aylah	\$ 534.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 534.75	-
Martinez, Jeness	\$ 267.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 267.38	-
Martinez Lopez, Jose	\$ 480.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 480.50	-
Negrete, Dean	\$ 1,586.31	\$ -	2.00	\$ 59.49	-	\$ -	-	\$ -	\$ 1,645.79	-
Pena, Alexis	\$ 31.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 31.00	-
Pena, Mercedes	\$ 263.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 263.50	-
Ruiz, Rosalba	\$ 643.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 643.50	-
Salvador, Mark	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Sidhu, Nirmal	\$ 2,054.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,054.77	-
Silva, Jessica	\$ 271.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 271.25	-
Villarreal, Arlene	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
TOTAL	\$ 22,771.56	\$ -	\$ 2.00	\$ 59.49	\$ -	\$ -	\$ -	\$ -	\$ 22,831.05	-
<u>POLICE</u>										
Antuna, Miguel	\$ 2,714.12	\$ -	6.00	\$ 290.80	-	\$ -	-	\$ -	\$ 3,004.92	-
Arciga, Jose	\$ 2,358.91	\$ -	-	\$ -	12.00	\$ 166.71	-	\$ -	\$ 2,525.62	-
Barbosa, Isaias	\$ 2,839.65	\$ -	-	\$ -	12.00	\$ 201.05	-	\$ -	\$ 3,040.69	-
Barcoma, Wilbert	\$ 4,272.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,272.23	-
Barra, Brenden	\$ 2,070.80	\$ -	12.00	\$ 430.35	-	\$ -	-	\$ -	\$ 2,501.15	8.25
Belding, Jeff	\$ 3,578.45	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,578.45	-
Castro, Jaclynn	\$ 2,031.42	\$ -	13.75	\$ 483.44	-	\$ -	-	\$ -	\$ 2,514.86	-
Chapman, Tom	\$ 3,435.42	\$ -	-	\$ -	12.00	\$ 240.92	-	\$ -	\$ 3,676.35	-
Clark, Patrick	\$ 2,382.12	\$ 56.67	8.00	\$ 340.30	-	\$ -	-	\$ -	\$ 2,779.09	-
Coronado, Krystal	\$ 2,018.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,018.15	-
Corrales, Edith	\$ 1,260.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,260.00	-
Cubillos, Theresa	\$ 181.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 181.00	-
Gempis, Danzel	\$ 1,875.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,875.23	-
Golden, John	\$ 5,005.20	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,005.20	-
Gutierrez, Gloria	\$ 2,135.40	\$ -	1.02	\$ 40.10	-	\$ -	-	\$ -	\$ 2,175.50	-
Inthasone, Bryant	\$ 1,968.92	\$ -	32.00	\$1,125.10	-	\$ -	-	\$ -	\$ 3,094.02	-
Levandusky, James	\$ 2,342.13	\$ -	13.25	\$ 539.38	12.00	\$ 162.83	-	\$ -	\$ 3,044.34	-
Lopez, Matt	\$ 743.75	\$ -	-	\$ -	-	\$ -	8.00	\$ 42.50	\$ 786.25	-
Lozano, Daniel	\$ 1,521.20	\$ -	3.00	\$ 114.09	-	\$ -	-	\$ -	\$ 1,635.29	-
Lozano, Patricia	\$ 1,320.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,320.46	-
Mendoza, Sandra	\$ 3,003.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,003.00	-
Molina, Jesus	\$ 2,305.19	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,305.19	-
Quintanilla, Rodolfo	\$ 2,080.65	\$ -	21.75	\$ 783.83	12.00	\$ 144.15	-	\$ -	\$ 3,008.63	-
Rodrigues, Mary	\$ 2,257.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,257.69	-

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: January 08, 2023 - January 21, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Ruiz, Jose	\$ 1,984.61	\$ -	12.75	\$ 437.62	-	\$ -	-	\$ -	\$ 2,422.24	18.00
Vasquez, Francisco	\$ 1,947.11	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,947.11	-
Velez, Bernice	\$ 1,645.36	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,645.36	-
TOTAL:	\$ 63,510.91	\$ 56.67	123.52	\$ 4,585.01	60.00	\$ 915.66	\$ 8.00	42.50	\$ 69,110.75	26.25

PUBLIC WORKS

Arrellano, Antonio	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Barajas, Michael	\$ 3,583.56	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,583.56	-
Camacho, Armando	\$ 1,799.23	\$ -	65.50	\$ 2,459.86	-	\$ -	33.00	\$ 721.56	\$ 4,980.64	-
Castro, Joseph	\$ 2,818.52	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,818.52	-
Cervantes, Pedro	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Garcia, Destiny	\$ 1,715.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.23	-
Garcia, Guadalupe	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Gastelum, Humberto	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Gutierrez Olivarez, Norberto	\$ 1,511.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,511.08	-
Hernandez, Julian	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Isaak, Denise	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
Jimenez, Gabriela	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Kaur, Harmeen	\$ 1,848.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,848.64	-
Lopez, Josue	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Morales, Andres	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Ortiz, Carlos	\$ 1,825.08	\$ -	53.00	\$ 1,999.74	-	\$ -	33.00	\$ 732.22	\$ 4,557.03	-
Perez, Ruben Lopez	\$ 1,775.08	\$ -	2.00	\$ 66.57	-	\$ -	-	\$ -	\$ 1,841.64	-
Ramirez, Manuel	\$ 2,516.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,516.00	-
Rivera, Coty	\$ 2,057.54	\$ -	1.00	\$ 38.58	-	\$ -	-	\$ -	\$ 2,096.11	0.75
Rodriguez, Eduardo	\$ 1,174.71	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,174.71	-
Sanchez, Daniel	\$ 2,507.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,507.48	-
Soto, Samuel	\$ 1,757.34	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,757.34	-
Tinoco, Alfonso	\$ 2,210.46	\$ 1,080.23	-	\$ -	-	\$ -	-	\$ -	\$ 3,290.69	-
TOTAL	\$ 45,170.66	\$ 1,080.23	121.50	\$ 4,564.74	-	\$ -	66.00	\$ 1,453.78	\$ 52,269.40	0.75

PLANNING

Campos, Manuel	\$ 1,759.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,759.54	3.00
Martinez, Mabel	\$ 1,889.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,889.69	-
Orozco, Jesus	\$ 3,593.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,593.15	-
TOTAL	\$ 7,242.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,242.38	\$ 3.00

PLANNING

Bandy, R	\$ -
Molloy, Cory	\$ -
Jones, C	\$ -
Nunez, M	\$ -
Felker, R	\$ -
Bishop, S	\$ -
Villar, V	\$ -

COUNCIL

Yep, G	\$ 125.00
Herrera, I	\$ 125.00
Nijjer, B	\$ 125.00
Coleman, J	\$ 125.00
Pacheco, M	\$ 125.00

	Total	\$ -	Total	\$ 625.00						
GRAND TOTAL:	\$168,967.57	\$1,136.90	247.02	\$9,209.24	60.00	\$915.66	74.00	\$1,496.28	\$ 181,725.65	55.50

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
Printed: 2/13/2023 9:53 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
25992	UB*01630	ROSA ABARCA Refund Check 016799-000, 725 1/2 S 4TH ST	02/01/2023	112.13
Total for Check Number 25992:				112.13
25993	UB*01628	EUSEBIA BAUTISTA MERINO Refund Check 018027-000, 709 S 7TH ST Refund Check 018027-000, 709 S 7TH ST Refund Check 018027-000, 709 S 7TH ST Refund Check 018027-000, 709 S 7TH ST Refund Check 018027-000, 709 S 7TH ST Refund Check 018027-000, 709 S 7TH ST Refund Check 018027-000, 709 S 7TH ST	02/01/2023	1.18 0.12 1.99 0.08 143.09 2.09 1.45
Total for Check Number 25993:				150.00
25994	UB*01625	CENTURY COMMUNITIES Refund Check 015223-209, 193 S MCKENNA A	02/01/2023	37.37
Total for Check Number 25994:				37.37
25995	UB*01626	CENTURY COMMUNITIES Refund Check 015223-229, 121 S 16TH ST	02/01/2023	37.40
Total for Check Number 25995:				37.40
25996	UB*01629	CENTURY COMMUNITIES Refund Check 015223-188, 145 S MCKENNA A	02/01/2023	36.97
Total for Check Number 25996:				36.97
25997	UB*01632	CENTURY COMMUNITIES Refund Check 015223-228, 14244 W GRAGNA	02/01/2023	29.69
Total for Check Number 25997:				29.69
25998	UB*01631	GUADALUPE GARCIA Refund Check 017146-000, 525 S SISKIYOU A	02/01/2023	121.76
Total for Check Number 25998:				121.76
25999	UB*01627	ABDUL HUSSEIN Refund Check 010513-000, 549 GURDWARA / Refund Check 010513-000, 549 GURDWARA / Refund Check 010513-000, 549 GURDWARA / Refund Check 010513-000, 549 GURDWARA / Refund Check 010513-000, 549 GURDWARA /	02/01/2023	0.32 9.84 12.11 6.06 17.52
Total for Check Number 25999:				45.85
26000	UB*01624	TNT TOWING LLC	02/01/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
		Refund Check 015326-000, 14915 W D ST		288.27
			Total for Check Number 26000:	288.27
			Total for 2/1/2023:	859.44
26001	11498 162140621 163220376	COMCAST CABLE COMMUNICATIONS PD DEC ETHERNET SERVICES PD CREDIT FOR ETHERNET SERVICES	02/02/2023	1,283.64 -551.50
			Total for Check Number 26001:	732.14
26002	11382 146789	DATA TICKET INC PD- DEC PARKING ACTIVITY	02/02/2023	160.54
			Total for Check Number 26002:	160.54
26003	10514 16829 16829	ICAD INC SWR- TROUBLESHOOT REPAIR HMI ISSUE WTR- TROUBLESHOOT REPAIR HMI ISSUE	02/02/2023	1,699.38 1,699.37
			Total for Check Number 26003:	3,398.75
26004	10255 37847	JD MANUFACTURING CC- COUNCIL/MAYOR PLAQUES 2022	02/02/2023	190.89
			Total for Check Number 26004:	190.89
26005	10239 22995	KERWEST INC CC- PUBLICATION ALCOHOL ORDINANCE	02/02/2023	338.00
			Total for Check Number 26005:	338.00
26006	10250 230202 230611 230624 230633 230683 232178 232616	LIEBERT CASSIDY WHITMORE ADM- ADMIN- HR PERSONNEL MATTER- 1 ADM- ADMIN- HR PERSONNEL MATTER- 1 ADM- ADMIN- HR PERSONNEL MATTER- 1 ADM- ADMIN- HR PERSONNEL MATTER- 1 ADM- ADMIN- HR PERSONNEL MATTER- 1 ADM- ADMIN-HR PERSONNEL MATTER- 1 ADM- ADMIN-HR PERSONNEL MATTER- 1	02/02/2023	382.50 53.33 26.50 3,227.50 796.00 3,027.50 33.50
			Total for Check Number 26006:	7,546.83
26007	10265 012423	MONTOY LAW CORPORATION CC- CC-DECEMBER LEGAL FEES	02/02/2023	6,821.50
			Total for Check Number 26007:	6,821.50
26008	10289 8970493475-4	P.G.& E. PARKS- KERCKHOFF PARK- 12/09/22-01/07/	02/02/2023	40.34
			Total for Check Number 26008:	40.34
26009	10927 115007 115007 115007	PROFESSIONAL PRINT & MAIL INC FIN- #9 & #10 ENVELOPES FOR UTILITY BI FIN- #9 & #10 ENVELOPES FOR UTILITY BI FIN- #9 & #10 ENVELOPES FOR UTILITY BI	02/02/2023	690.55 1,899.02 1,726.38
			Total for Check Number 26009:	4,315.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26010	11460	SUPERIOR POOL PRODUCTS LLC	02/02/2023	
	Q2021722	WTR- 180 GAL BULK CHLORINE WELL 17		638.92
	Q2021791	WTR- 130 GAL BULK CHLORINE WELL 9A		466.74
	Q2021792	WTR- 120 GAL BULK CHLORINE WELL 17		432.30
Total for Check Number 26010:				1,537.96
26011	10360	TERRY JOHNSON TRUCKING	02/02/2023	
	2004438	SWR- 25.04 TONS OF FILL SAND		327.45
	2004438	WTR- 25.04 TONS OF FILL SAND		327.45
Total for Check Number 26011:				654.90
26012	10413	YAMABE & HORN ENGINEERING INC	02/02/2023	
	4761444	KERMAN ANIMAL SHELTER		362.76
	4761445	TRACT 6236		5,465.41
	4761446	SPR 19-04 OVERNITE TRUCK PARKING		1,240.33
	4761447	KUSD FIRST STREET EXTENSION		135.00
	4761448	CWSRF WASTEWATER PLANNING GRANT		2,024.00
	4761449	TRACT 6293		3,605.00
	4761450	EASTSIDE COMMUNITY PARK		2,551.50
	4761451	TRACT 6302		92.18
	4761452	VINELAND AVE REHAB- CALIFORNIA TC		12,423.68
	4761452	VINELAND AVE REHAB- CALIFORNIA TC		1,609.63
	4761453	KEARNEY BLVD REHAB- PARK TO DEL NC		235.28
	4761453	KEARNEY BLVD REHAB- PARK TO DEL NC		1,815.97
	4761454	WELL NO. 12 & 14 EMERGENCY GENERAT		743.50
	4761455	NORTHWEST PARK		1,789.50
	4761456	LIONS PARK RECHARGE PROJECT		5,184.59
	4761457	UTILITY MASTER PLAN UPDATES		100.00
	4761458	FY 21-22 STREET REHABILITATION PROJE		4,500.00
	4761459	FY 22-23 GENERAL ENGINEERING		982.50
	4761460	FY 22-23 GENERAL ENGINEERING- WATER		190.00
	4761461	SISKIYOU AVE REHAB- WHITESBRIDGE T		295.00
	4761462	GOLDENROD AVE REHAB- KEARNEY TO S		295.00
	4761463	CALIFORNIA AVE SIDEWALK- 9TH TO VIN		295.00
Total for Check Number 26012:				45,935.83
26013	10014	ADMINISTRATIVE SOLUTIONS INC	02/02/2023	
	02012023	HR- FEBRUARY EMPLOYER FLEX PLAN		11,400.00
	A1028388	HR- MERP ANNUAL FEE		150.00
	A1028388	HR- FEBRUARY 125 PLAN ADMIN		150.00
	A1028388	HR- FEBRUARY BLUE SHIELD PLAN ADMI		915.00
	A1028388A	HR- JANUARY-SEC 125 EMPLOYEE CONT		3,245.78
Total for Check Number 26013:				15,860.78
26014	10029	ALLIED ELECTRIC	02/02/2023	
	2072428-00	SWR- VFD FANS FOR BLOWERS		254.68
	3303765-00	SWR- VFD FANS FOR BLOWERS		464.34
Total for Check Number 26014:				719.02
26015	11355	BADGER METER	02/02/2023	
	80117354	FIN- BEACON HOSTING SERV UNIT JAN 20		114.09
	80117354	FIN- BEACON HOSTING SERV UNIT JAN 20		114.09
Total for Check Number 26015:				228.18
26016	10545	WILBERT BARCOMA	02/02/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	1/30/2023	PD- 4 DAY SUBSISTENCE CPCA ANN TRAI		152.00
			Total for Check Number 26016:	152.00
26017	10920	JEFF BELDING	02/02/2023	
	1/31/2023	PD- EDU REIMB CLASSES CRIM 113 FORE		1,000.00
			Total for Check Number 26017:	1,000.00
26018	10054	BLUE SHIELD OF CALIFORNIA	02/02/2023	
	230160004194	HR- FEBRUARY MEDICAL COVERAGE		46,786.41
			Total for Check Number 26018:	46,786.41
26019	12348	BRADY INDUSTRIES	02/02/2023	
	7775427	CTC-JANITORIAL SUPPLIES JAN 2023		503.24
			Total for Check Number 26019:	503.24
26020	10617	C A REDING CO INC	02/02/2023	
	658072	ADM- LANIER/IM C8000-CONTRACT- JAN		15.24
	658072	ADM- LANIER/IM C8000-CONTRACT- JAN		28.59
	658072	ADM- LANIER/IM C8000-CONTRACT- JAN		47.63
	658072	ADM- LANIER/IM C8000-CONTRACT- JAN		3.81
	658072	ADM- LANIER/IM C8000-CONTRACT- JAN		47.63
	658072	ADM- LANIER/IM C8000-CONTRACT- JAN		47.63
			Total for Check Number 26020:	190.53
26021	10076	CALIFORNIA POLICE CHIEFS ASSOC	02/02/2023	
	25679	PD-REG FEE CPCA ANNUALTRAINING SYN		1,750.00
			Total for Check Number 26021:	1,750.00
26022	10078	CALIFORNIA STATE DISBURSEMENT	02/02/2023	
	0195001403-01	*C WITHHOLDING ORDER P/R DATE 1/27/2		319.93
	200000001759283	*C WITHHOLDING ORDER P/R DATE 1/27/2		305.07
			Total for Check Number 26022:	625.00
26023	12266	BIANCA CASTILLO	02/02/2023	
	00325724	CTC- SH DEPOSIT 1/20/2023		100.00
			Total for Check Number 26023:	100.00
26024	12308	JACLYNN CASTRO	02/02/2023	
	01272023	ADM- PD REFERRAL GEMPIS 2ND INSTAL		250.00
			Total for Check Number 26024:	250.00
26025	11981	CENTRAL CALIFORNIA FOOD BANK	02/02/2023	
	AO-38704-1	CDBG- PURCHASE OF FOOD FOR COVID-1		2,318.29
			Total for Check Number 26025:	2,318.29
26026	11259	CIVIC PLUS INC	02/02/2023	
	221756	CS- CIVIC REC ANNUAL RENEWAL PLANN		796.40
	221756	CS- CIVIC REC ANNUAL RENEWAL PARKS		796.40
	221756	CS- CIVIC REC ANNUAL RENEWAL YSB SC		293.41
	221756	CS- CIVIC REC ANNUAL RENEWAL SENIOI		83.83
	221756	CS- CIVIC REC ANNUAL RENEWAL AQUAT		502.99
	221756	CS- CIVIC REC ANNUAL RENEWAL CTC SC		1,718.53

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 26026:	4,191.56
26027	12109 UFC1222-460	CLEARSOURCE FINANCIAL CONSULT FIN- FEE STUDY PROGRESS INVOICE 2	02/02/2023	6,105.00
			Total for Check Number 26027:	6,105.00
26028	12226 01272023	KRYSTAL CORONADO ADM- PD REFERRAL VASQUEZ 2ND INSTA	02/02/2023	250.00
			Total for Check Number 26028:	250.00
26029	12006 30038769	CROMER INC VE EQUIP- FORKLIFT REPAIR	02/02/2023	666.34
			Total for Check Number 26029:	666.34
26030	10114 118095	CROWN SHORT LOAD CONCRETE SDWLK REP- CONCRETE 145 & SUNSET SI	02/02/2023	624.43
			Total for Check Number 26030:	624.43
26031	12019 XF1547 XF1554	ELITE UNIFORMS PD- M IRAZOQUI ANIMAL CONTROL UNIF PD- M IRAZOQUI ANIMAL CONT UNIFORM	02/02/2023	514.60 255.66
			Total for Check Number 26031:	770.26
26032	11832 SI00468802	EPIC BUSINESS ESSENTIALS LLC CS- D BATTERIES BLD MAITENANCE	02/02/2023	54.73
			Total for Check Number 26032:	54.73
26033	10151 18561216	EWING IRRIGATION PRODUCTS MEDIANS- IRRIGATION SUPPLIES	02/02/2023	19.45
			Total for Check Number 26033:	19.45
26034	12312 002231	EXTREME CONNECTIONS VE REP- SECURITY ALARM MODULE REM	02/02/2023	498.92
			Total for Check Number 26034:	498.92
26035	12280 165617569 165617570	FIDELITY SECURITY LIFE INSURANCE HR-FEBRUARY VISION PREMIUM HR-FEBRUARY COBRA VISION PREMIUM	02/02/2023	761.77 12.87
			Total for Check Number 26035:	774.64
26036	10916 FL2084	FOLSOM LAKE FORD VE- 2023 FORD EXPLORER (DOORS PAINT) VE- 2023 FORD EXPLORER	02/02/2023	48,312.81 47,005.11
			Total for Check Number 26036:	95,317.92
26037	11550 2022-5723	FRESNO COUNTY SHERIFFS OFFICE - *C FTB-WAGE GARNISHMENT P/R DATE 1/	02/02/2023	137.00
			Total for Check Number 26037:	137.00
26038	10800 63110389	FRESNO OXYGEN #5 VE EQUIP- ELECTRODE & NOZZLE KIT FO	02/02/2023	74.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 26038:	74.31
26039	12100 120069276	GLOBAL INDUSTRIAL REC- FOUNTAIN BOTTLE FILLER	02/02/2023	1,127.84
			Total for Check Number 26039:	1,127.84
26040	11125 1/30/2023	JOHN GOLDEN PD- 4 DAYS SUBSISTENCE SPCA ANN TRA	02/02/2023	152.00
			Total for Check Number 26040:	152.00
26041	11358 33221770 33221770 33221771 33221771	GREAT AMERICA FINANCIAL SERVICE SWR- LANIER MP5404 COPIER WWTP- JAN WTR- LANIER MP5404 COPIER WWTP- JAN WTR- LANIER MPC4504 COPIER PUBLIC W SWR- LANIER MPC4504 COPIER PUBLIC W	02/02/2023	124.92 124.92 107.89 107.89
			Total for Check Number 26041:	465.62
26042	10514 16856	ICAD INC SWR- SERVICE WORK - WELL 9	02/02/2023	825.00
			Total for Check Number 26042:	825.00
26043	10767 1/25/2023	IDESIGN CUSTOM SCREEN PRINTING REC- SS BASKETBALL T-SHIRTS	02/02/2023	284.00
			Total for Check Number 26043:	284.00
26044	10219 657858 657859 657861	JENSEN & PILEGARD INC VE EQUIP- SHARPEN TRIMMER BLADES VE EQUIP- SHARPEN TRIMMER BLADES VE EQUIP- SHARPEN TRIMMER BLADES	02/02/2023	72.28 43.37 72.28
			Total for Check Number 26044:	187.93
26045	10224 23-AA713 23-AA713	JOBS AVAILABLE ADM- CLASSIFIED AD-WWTP MANAGER F ADM- CLASSIFIED AD-CODE ENFORCEME	02/02/2023	680.00 680.00
			Total for Check Number 26045:	1,360.00
26046	10233 1/31/2023	KERMAN CHAMBER OF COMMERCE CC- 2023 ANNUAL MEMBERSHIP FEE	02/02/2023	150.00
			Total for Check Number 26046:	150.00
26047	11142 100650243	KIMBALL MIDWEST VE SUPP- FILTER WRENCH PENLIGHT CAI	02/02/2023	99.41
			Total for Check Number 26047:	99.41
26048	10260 258197	METRO UNIFORM & ACCESSORIES PD- 10 KPD SHOULDER PATCHES	02/02/2023	78.03
			Total for Check Number 26048:	78.03
26049	10272 001474867578 001474867578 001474867578	MUTUAL OF OMAHA HR- FEBRUARY LTD INS EMPLOYER HR- FEBRUARY VOLUNTARY LIFE INSURANCE HR- FEBRUARY LTD INS EMPLOYEE	02/02/2023	549.84 1,109.39 549.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	001474867578	HR- FEBRUARY LIFE INSURANCE		461.61
			Total for Check Number 26049:	2,670.68
26050	10282	OFFICE DEPOT	02/02/2023	
	282123649001	WTR CNSRV- POST ITS, GLUE, SHELF		45.29
	282410127001	WTR CNSRV- ORGANIZER		36.17
	282410145001	WTR CNSRV- DESK PAD		18.73
	286484766001	ADM- OFFICE SUPPLIES		82.17
	288276076-001	BPO- OFFICE SUPPLIES		62.26
	288276076-001	BPO BATTERIES		5.16
	288276076-001	BPO BATTERIES		5.16
	288276076-001	BPO- OFFICE SUPPLIES		62.26
			Total for Check Number 26050:	317.20
26051	10289	P.G.& E.	02/02/2023	
	3920400666-0	STRT- MONTHLY SERVICE 121522-011323		4,348.33
			Total for Check Number 26051:	4,348.33
26052	12345	MORONICA PATLAN	02/02/2023	
	00324065	CTC- CTC DEPOSIT 1/21/2023		400.00
			Total for Check Number 26052:	400.00
26053	12082	PERFORMANCE AUTOMATION CO INC	02/02/2023	
	2218	WTR- TROUBLESHOOT VFD WELL 9		1,520.00
	2219	SWR- TROUBLESHOOT SCREWPRESS		1,280.00
			Total for Check Number 26053:	2,800.00
26054	10305	PITNEY BOWES BANK INC PURCHASI	02/02/2023	
	8000-9090-0159-	VAR- POSTAGE FOR METER		42.12
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.60
	8000-9090-0159-	VAR- POSTAGE FOR METER		155.61
	8000-9090-0159-	VAR- POSTAGE FOR METER		21.25
	8000-9090-0159-	VAR- POSTAGE FOR METER		325.73
	8000-9090-0159-	VAR- POSTAGE FOR METER		69.87
	8000-9090-0159-	VAR- POSTAGE FOR METER		26.61
			Total for Check Number 26054:	641.79
26055	10328	SAFETY NETWORK	02/02/2023	
	00161297	REC- SAFETY VESTS		737.86
	00161297	SD- HARD HATS		108.35
			Total for Check Number 26055:	846.21
26056	12294	SANGER FENCE CO	02/02/2023	
	10356	BLDG- SERVICE CALL WEST GATE CITY Y.		227.00
			Total for Check Number 26056:	227.00
26057	11212	SE ELECTRIC	02/02/2023	
	1081	CS-REWIRE 4 LIGHT FIXTURES CTY MNGF		225.00
			Total for Check Number 26057:	225.00
26058	10331	SEBASTIAN	02/02/2023	
	32386	FIN- TROUBLESHOOT PHONE SYSTEM HA		1,397.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 26058:	1,397.21
26059	10335 51142	SILVA AUTO GROUP INC VE REP- AC COMPRESSOR #1476	02/02/2023	522.26
			Total for Check Number 26059:	522.26
26060	11650 126346146-001 126346146-001 126347439-001 126347439-001 126463818-001	SITEONE LANDSCAPE SUPPLY COMP/ PARKS- IRRIGATION SUPPLIES MEDIANS- IRRIGATION SUPPLIES MEDIANS- RETURN PARKS- RETURN MEDIANS- IRRIGATION SUPPLIES	02/02/2023	487.37 487.37 -19.25 -19.25 8.66
			Total for Check Number 26060:	944.90
26061	11162 04010424	STATEWIDE TRAFFIC SAFETY & SIGN STRTS- SANDBAG SIGN	02/02/2023	45.51
			Total for Check Number 26061:	45.51
26062	10349 4190	STEAMRITE CARPET CLEANING CS-CITY HALL CARPET CLEANING	02/02/2023	1,225.00
			Total for Check Number 26062:	1,225.00
26063	12347 PS-INV103046	SUPER SMART SHOPPERS PD- WHITE EVIDENCE ENVELOPES	02/02/2023	51.63
			Total for Check Number 26063:	51.63
26064	10015 80706	THE ADVANCE GROUP CLRK- BUS CARDS-PACHECO	02/02/2023	104.06
			Total for Check Number 26064:	104.06
26065	10365 14708	THE RADAR SHOP INC VE- RADAR CALIBRATION PD VEHICLES	02/02/2023	1,880.00
			Total for Check Number 26065:	1,880.00
26066	11502 32325003	TIREHUB LLC PD REP- 4-245/55/18 TIRES #1512	02/02/2023	507.92
			Total for Check Number 26066:	507.92
26067	10644 491806931 491806931 491806931 491806931 491806931 491806931 491806931 491806931 491806931	US BANK EQUIPMENT FINANCE ADM COPIER LEASE CONT #500-0656773-0 ADM COPIER LEASE CONT #500-0656773-0 ADM COPIER LEASE CONT #500-0603804-0 ADM COPIER LEASE CONT #500-0656773-0 ADM COPIER LEASE CONT #500-0656773-0 ADM COPIER LEASE CONT #500-0656773-0 ADM COPIER LEASE CONT #500-0656773-0 ADM COPIER LEASE CONT #500-0653189-0 ADM COPIER LEASE CONT #500-0655084-0	02/02/2023	111.21 8.90 115.52 66.73 111.21 35.60 111.21 86.10 179.82
			Total for Check Number 26067:	826.30
26068	10387 229661	USA BLUE BOOK SWR- LIFT STATION ENCLOSED SPACES	02/02/2023	321.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	235825	WTR- EMERGENCY PUMP WELL 14		1,570.43
			Total for Check Number 26068:	1,891.79
26069	10406 253499	WEST HILLS OIL INC VE- DIESEL FUEL 375 GALLONS	02/02/2023	1,945.13
			Total for Check Number 26069:	1,945.13
26070	12344	WHITE CAP LP	02/02/2023	
		Light Tower 4-Spot LED Mutiquip #GBX12SK		5,776.66
		Light Tower 4-Spot LED Mutiquip #GBX12SK		5,776.67
	50020649752	SDWLK REP- CONCRETE REPAIR TOOLS		386.90
			Total for Check Number 26070:	11,940.23
26071	11676 396448-KER039	WORTHINGTON DIRECT HOLDINGS L CS- FOLDING CHAIRS, 4-PACK (5)	02/02/2023	1,156.33
			Total for Check Number 26071:	1,156.33
26072	12337 12/28/2022	COTY RIVERA WTR- MEALS PER DIEM 2/13, 2/14, 2/15 CO	02/02/2023	95.00
			Total for Check Number 26072:	95.00
			Total for 2/2/2023:	293,380.95
26073	10109 02/01/2023	COUNTY OF FRESNO PD- DEC PARKING ACTIVITY	02/08/2023	444.00
			Total for Check Number 26073:	444.00
26074	10619	EDD	02/08/2023	
	L1131079056	FIN- UNEMPLOYMENT INS BENEFITS FRO		420.01
	L1131079056	FIN- UNEMPLOYMENT INS BENEFITS FRO		3,150.00
	L1131079056	FIN- UNEMPLOYMENT INS BENEFITS FRO		3,150.00
	L1131079056	FIN- UNEMPLOYMENT INS BENEFITS FRO		588.99
	L1131079056	FIN- UNEMPLOYMENT INS BENEFITS FRO		6.00
	L1131079056	FIN- UNEMPLOYMENT INS BENEFITS FRO		4,030.00
			Total for Check Number 26074:	11,345.00
26075	10159 80162/02525/806	FRESNO COUNCIL OF GOVERNMENT BPO- MULTI-JURISDICTIONAL HOUSING E	02/08/2023	10,689.49
			Total for Check Number 26075:	10,689.49
26076	12356	NOTORIOUS GRAFIX	02/08/2023	
	2129	VE 2- CITY LOGO HATS		37.92
	2129	SWR 6- CITY LOGO HATS		113.76
	2129	CODE ENF 1- CITY LOGO HATS		18.96
	2129	CC 6- CITY LOGO HATS		113.76
	2129	BLDG 1- CITY LOGO HATS		18.96
	2129	CITY MGR 2- CITY LOGO HATS		37.92
	2129	REC 4- CITY LOGO HATS		75.84
	2129	PARKS 7- CITY LOGO HATS		132.77
	2129	LLD 6- CITY LOGO HATS		113.76
	2129	PLAN 1- CITY LOGO HATS		18.96
	2172	PLAN 1- CITY LOGO HATS- EXTRAS FOR S		18.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	2172	CC 6- CITY LOGO HATS- EXTRAS FOR STO		113.76
	2172	VE 2- CITY LOGO HATS- EXTRAS FOR STO		37.92
	2172	PARKS 7- CITY LOGO HATS- EXTRAS FOR		132.77
	2172	REC 4- CITY LOGO HATS- EXTRAS FOR ST		75.84
	2172	BLDG 1- CITY LOGO HATS- EXTRAS FOR S		18.96
	2172	CODE ENF 1- CITY LOGO HATS- EXTRAS F		18.96
	2172	LLD 6- CITY LOGO HATS- EXTRAS FOR ST		113.76
	2172	CITY MGR 2- CITY LOGO HATS- EXTRAS F		37.92
	2172	SWR 6- CITY LOGO HATS- EXTRAS FOR ST		113.76
			Total for Check Number 26076:	1,365.22
26077	11714 23-01	ROD CARSEY BPO- PLAN CHECK FEES SVC 12/1/22 THRC	02/08/2023	2,027.39
			Total for Check Number 26077:	2,027.39
26078	11502 26795589	TIREHUB LLC PD REP- 4- 245/55/518 TIRES #1517	02/08/2023	615.52
			Total for Check Number 26078:	615.52
26079	11493 70028 70148	24 / 7 PET VETS AC EMERGENCY EXAM FOR FELINE EUTH AC EMERGENCY EXAM FOR FELINE EUTH	02/08/2023	150.30 150.30
			Total for Check Number 26079:	300.60
26080	11023 36829	A & A CRANE SERVICE CS- CRANE SERVICE KERCHOFF PARK REI	02/08/2023	770.00
			Total for Check Number 26080:	770.00
26081	11387 2/6/2023	LUISA AGUIRRE REC- INSTRUCTOR FEE ZUMBA JAN 2023	02/08/2023	598.50
			Total for Check Number 26081:	598.50
26082	10021 0126696-IN	ALERT O LITE SDWLK REP- EXPANSION JOINTS	02/08/2023	63.82
			Total for Check Number 26082:	63.82
26083	10028	ALLDATA LLC Annual Subscription Renewal - ALLDATA Repa	02/08/2023	1,634.70
			Total for Check Number 26083:	1,634.70
26084	12257 01/31/2023	AMERITAS LIFE INSURANCE CORP HR CLAIMS FUNDING ENDING 1/28/2023	02/08/2023	775.93
			Total for Check Number 26084:	775.93
26085	10917 43224	BEST UNIFORMS PD- OFC ANDREW GARCIA UNFRM 2 SHRT	02/08/2023	362.06
			Total for Check Number 26085:	362.06
26086	12075 2/6/2023	RHONDA BREWER REC- INSTRUCTOR FEE HIIT FITNESS JAN	02/08/2023	318.50
			Total for Check Number 26086:	318.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26087	10103	COLONIAL LIFE	02/08/2023	
	34202050201414	HR JAN EMPLOYEE CONTRIBUTION ROUN		-0.03
	34202050201414	HR JAN EMPLOYEE CONTRIBUTION		604.12
Total for Check Number 26087:				604.09
26088	10162	FRESNO COUNTY TREASURER	02/08/2023	
	SO20208	PD- FEB DISPATCHING SERVICES		22,102.14
	SO20208	PD- JAN RMS/JMS/CAD ACCESS FEES		194.12
Total for Check Number 26088:				22,296.26
26089	10170	FRESNO POLICE DEPARTMENT	02/08/2023	
	20001742	PD- FIREARMS INSTRUCTOR COURSE RA		115.00
Total for Check Number 26089:				115.00
26090	12174	MARTHA GALINDO	02/08/2023	
	00325879	CTC- SH DEPOSIT 2/4/2023		100.00
Total for Check Number 26090:				100.00
26091	12352	DANIEL GARCIA	02/08/2023	
	00327509	CTC SH DEPOSIT 2/5/2023		100.00
Total for Check Number 26091:				100.00
26092	10185	GRAINGER	02/08/2023	
	9581038446	CS LOW ARC E-Z FLO LIONS PARK		27.93
	9581144756	CS RETROFIT LAMP CITY HALL		127.48
	9586741556	CS HAND DRYERS, ALUMINUM KERCHOF		399.27
	9586890395	CS REPLACEMENT LENSE LIGHT KPD PAT		112.97
Total for Check Number 26092:				667.65
26093	10191	H & J CHEVROLET INC	02/08/2023	
	CVW29238	VE REP- BELTS #1451		67.90
Total for Check Number 26093:				67.90
26094	10222	JERRY'S AUTOMOTIVE	02/08/2023	
	033821	VE REP- REPLACE TRANSMISSION #1397		980.00
Total for Check Number 26094:				980.00
26095	10485	JP AIR CONDITIONING & HEATING	02/08/2023	
	6067	CS REPLACE CIRCUIT BOARD ON BLOWE		909.99
Total for Check Number 26095:				909.99
26096	12219	KERMAN SENIOR ADVISORY BOARD	02/08/2023	
	02/02/2023	CS- TRIP FEE COLLECTED ON REC1 REIME		150.00
Total for Check Number 26096:				150.00
26097	10249	LEAGUE OF CALIFORNIA CITIES	02/08/2023	
	643366	ADM- 2023 MEMBERSHIP DUES		7,538.00
Total for Check Number 26097:				7,538.00
26098	12354	MARCY MORALES	02/08/2023	
		CTC- CTC DEPOSIT FUND		400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26098:				400.00
26099	12351 00311723	MARILU MOSQUEDA CTC CTC DEPOSIT 1/28/2023	02/08/2023	400.00
Total for Check Number 26099:				400.00
26100	10282 286368667001 291551967-001 291552128-001 291552128-001	OFFICE DEPOT PD- OFFICE SUPPLIES: COPY PAPER, MEMO BPO-HON FILE CABINET FOR BUILDING F BPO- OFFICE SUPPLIES- PENS BPO- OFFICE SUPPLIES- PENS	02/08/2023	56.36 1,404.45 7.78 7.79
Total for Check Number 26100:				1,476.38
26101	10286 01/04/2023 263348 362444 363261 363274 363274 363895 363895 363903 364568 366267 36664D 368016 368041 368059 368127	O'REILLY AUTOMOTIVE INC VE REP- SUPPLIES 4 INV <\$50 VE REP- RETURN VE REP- RETURN VE REP- DISC PADS, ROTORS #1476 VE REP- BULB VE SUPP BRAKE CLN, GLOVES PD MAINT- CABIN & AIR FILTERS PD REP- WIPER BLADES PD REP- DISC PADS, ROTORS #1489 PD- MAINT SUPPLIES 1 INV<\$50 VE REP- CERAMIC PADS, BRAKE ROTOR # VE SUPP- ONLINE DISCOUNT VE SUPP- NITRILE GLOVES VE REP- SPARK PLUGS, WIRE SET #1426 VE REP- TRANSMISSION FLUID #1397 VE SUPP- DE-ICER SPRAY-STOCK	02/08/2023	70.04 -113.33 -77.30 447.02 4.84 107.75 70.71 82.29 460.44 12.96 163.45 -82.96 93.14 152.31 209.73 92.44
Total for Check Number 26101:				1,693.53
26102	11833 237102591	ORKIN CTC PEST CONTROL CTC JAN 2023 ACT #3	02/08/2023	109.00
Total for Check Number 26102:				109.00
26103	10289 2881141119-9 9081203718-3	P.G.& E. CS CNG VEHICLES FUEL- JAN 2023 PG&E / CS KATEY'S PARK- PG&E JAN 2023 ID #908	02/08/2023	1,035.44 143.84
Total for Check Number 26103:				1,179.28
26104	11931 20071	PRI MANAGEMENT PD WEBINAR INTRO TO SEALING & EXPU	02/08/2023	159.00
Total for Check Number 26104:				159.00
26105	12353	DELILAH QUINONEZ CTC SH DEPOSIT 1/28/2023	02/08/2023	100.00
Total for Check Number 26105:				100.00
26106	10319 01/03/2023 01/11/2023 10978 10997	RENO'S HARDWARE STRTS- SUPPLIES- INV <\$50 BLDG- SUPPLIES- 3 INV <\$50 VE REP- SUPPLIES- 1 INV <\$50 SDWLK REP- CHANNEL IRON FOR SIDEW/	02/08/2023	63.31 17.08 0.98 50.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26106:				131.91
26107	11714 23-02	ROD CARSEY BPO PLAN CHECK FEES SERV JAN 1 THRO	02/08/2023	675.26
Total for Check Number 26107:				675.26
26108	10327 90860030	SAFETY KLEEN SYSTEMS INC VE- CLEAN AQUEOUS PARTS WASHER	02/08/2023	314.15
Total for Check Number 26108:				314.15
26109	BP-SAND 22-RES-0344 22-RES-0344	JOSE L SANDOVAL BPO- Refund DEMO FEE, C&D RECYCLING BPO- Refund DEMO FEE, C&D RECYCLING	02/08/2023	115.00 150.00
Total for Check Number 26109:				265.00
26110	10332	SEBASTIAN	02/08/2023	
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		425.49
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		86.00
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		14.05
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		543.74
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		3.36
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		51.38
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		76.05
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		345.65
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		345.65
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		107.08
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		73.56
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		21.18
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		11.56
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		208.76
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		70.63
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		197.40
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		29.77
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		51.38
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		21.76
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		21.18
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		236.47
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		153.38
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		114.90
	10738194	VAR MONTHLY PHONE SERVICE 01/21/23-C		21.18
Total for Check Number 26110:				3,231.56
26111	10337	SLUMBERGER LUMBER	02/08/2023	
	01/12/2023	SDWLK REP SUPPLIES 3INV <\$50		53.41
	01/17/2023	PARKS- SUPPLIES 2 INV <\$50		24.61
	01/25/2023	MEDIANS SUPPLIES- 4 INV <\$50		62.36
	B497506	WTR- CLAMP, FLASHLIGHT, PIPE WRENCH		130.73
	B498197	LLD SUPPLIES- 1 INV <\$50		2.21
	B498980	SDWLK REP- CONCRETE		178.71
	C336579	WTR- SUPPLIES 1 INV <\$50		10.00
Total for Check Number 26111:				462.03
26112	10357	TAYLOR MADE IRRIGATION	02/08/2023	
	25872	VE EQUIP- COUPLER, PIPE, PVC, PRIMER		32.54
	25893	MEDIANS- IRRIGATION SUPPLIES		129.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26112:				162.05
26113	10754	THE HOME DEPOT PRO-SUPPLY WOR	02/08/2023	
	728408535	CS AIR FILTERS HVAC		46.27
	728857525	CS LIGHT BULBS		161.20
Total for Check Number 26113:				207.47
26114	12290	VERIZON	02/08/2023	
	306000040844	PD- MONTHLY GPS SERVICE FOR KPD VEF		625.35
Total for Check Number 26114:				625.35
26115	10399	VETERINARY MEDICAL CENTER	02/08/2023	
	218768	AAC- 4 EUTHANASIA CANINES (CASE 22-4		120.00
	218770	AAC- 2 EUTHANASIA CANINES (CASE22-4		60.00
Total for Check Number 26115:				180.00
26116	10415	YOUTH LEADERSHIP INSTITUTE	02/08/2023	
	01/25/2023	CC- COUNCIL DONATION TO YOUTH LEA		500.00
Total for Check Number 26116:				500.00
Total for 2/8/2023:				77,111.59
Report Total (125 checks):				371,351.98

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 2/13/2023 9:59 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10518 012723	KERMAN POLICE OFFICERS ASSN C MEMBERSHIP DUES- 01/27/23	01/27/2023	681.25
Total for this ACH Check for Vendor 10518:				681.25
ACH	10519 012723	KERMAN MUNICIPAL EMPLOYEES AS C MEMBERSHIP DUES- 01/27/23	01/27/2023	165.00
Total for this ACH Check for Vendor 10519:				165.00
ACH	10520 012723 012723	ICMA-RC C LOAN PAYMENTS C DEFERRED COMP- 01/27/23	01/27/2023	2,666.80 2,567.40
Total for this ACH Check for Vendor 10520:				5,234.20
ACH	10522 012723 012723 012723	CALPERS C EMPLOYER PAID CONTRIBUTIONS - 01/2 EMPLOYEE PAID CONTRIBUTIONS ROUNDING ADJ	01/27/2023	14,895.96 11,896.09 -0.01
Total for this ACH Check for Vendor 10522:				26,792.04
Total for 1/27/2023:				32,872.49
Report Total (4 checks):				32,872.49

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 2/13/2023 10:08 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10517	FEDERAL TAXES PAYROLL	01/27/2023	
	012723	C PAYROLL TAX DEPOSIT- 01/27/23- FICA M		5,142.06
	012723	C PAYROLL TAX DEPOSIT- 01/27/23- FIT PA		11,882.34
	012723	C PAYROLL TAX DEPOSIT- 01/27/23- FICA M		5,142.34
	012723	C PAYROLL TAX DEPOSIT- 01/27/23- FICA P		21,988.18
	012723	C PAYROLL TAX DEPOSIT- 01/27/23- FICA P		21,987.18
	012723	C PAYROLL TAX DEPOSIT- 01/27/23- FIT PA		13,705.19
Total for this ACH Check for Vendor 10517:				79,847.29
Total for 1/27/2023:				79,847.29
Report Total (1 checks):				79,847.29

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 2/13/2023 10:11 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
Invoice No	Description	Reference		
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	01/30/2023	
013023		C PR TAX DEPOSIT- 01/30/23 OVERPAYMEN		-13.06
013023		C PR TAX DEPOSIT- 01/30/23 SDI PAYABLE=		1,957.60
013023		C PR TAX DEPOSIT- 01/30/23 SIT PAYABLE=		4,433.80
013023		C PR TAX DEPOSIT- 01/30/23 SDI PAYABLE=		1,596.15
013023		C PR TAX DEPOSIT- 01/30/23 SIT PAYABLE=		3,905.38
Total for this ACH Check for Vendor 10147:				11,879.87
Total for 1/30/2023:				11,879.87
Report Total (1 checks):				11,879.87

CITY OF KERMAN
CD/Securities Portfolio
As of January 31, 2023

Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
CD's:										
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00	(98,000.00)		-	-	1,117.74
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00	(98,000.00)		-		1,539.27
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00			205,000.00	199,643.35	2,620.91
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	240,264.15	4,053.58
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00			245,000.00	239,078.35	3,500.81
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00			248,000.00	239,605.20	1,937.80
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	223,470.03	627.62
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	240,264.15	4,053.58
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	237,684.30	4,114.99
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00			97,000.00	96,357.86	1,587.35
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25		245,000.00		245,000.00	238,299.25	-
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	47,246.88	749.79
Morgan Staley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00			240,000.00	238,605.60	7,920.00
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00			51,000.00	50,982.15	670.20
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	228,690.72	1,375.21
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00			96,000.00	95,687.04	1,443.95
UBS Bank Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00			98,000.00	97,128.78	1,924.84
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24		249,000.00		249,000.00	247,560.78	2,730.14
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24		500,000.00		500,000.00	493,340.00	-
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25		500,000.00		500,000.00	500,040.00	-
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26		500,000.00		500,000.00	499,595.00	-
Total CD's		Average Rate	3.12%		2,756,000.00	1,798,000.00	-	4,554,000.00	4,453,543.59	41,986.55

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
Securities America Sweep Program										
	Beginning Balance				0.01			0.01		
	Transfers In/(Out)		7/5/22			269.84		269.84		
			7/12/22			3,927.45		3,927.45		
			7/15/22			0.02		0.02		
			7/26/22			1,117.74		1,117.74		
			7/26/22			98,000.00		98,000.00		
			8/15/22			(278.84)		(278.84)		
			8/31/22			(103,036.22)		(103,036.22)		
			9/27/22			2,844.31		2,844.31		
			10/19/22			(2,844.25)		(2,844.25)		
			10/27/22			(0.06)		(0.06)		
			10/31/22			2,621.00		2,621.00		
			11/7/22			278.83		278.83		
			11/15/22			920.21		920.21		
			11/28/22			1,375.21		1,375.21		
			11/28/22			(3,820.04)		(3,820.04)		
			12/5/22			3,500.81		3,500.81		
			12/6/22			269.84		269.84		
			12/15/22			891.14		891.14		
			12/27/22			(6,037.55)		(6,037.55)		
			12/27/22			0.55		0.55		
			1/13/23			4,271.56		4,271.56		
			1/18/23			919.94		919.94		
			1/30/23			(5,191.50)		(5,191.50)		
			1/31/23			0.64		0.64		
					0.01	0.63	-	0.64	0.64	-

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
Local Agency Investment Fund										
Beginning Balance	98-10-400				11,958,206.80			11,958,206.80		-
	Interest	0.33%	7/15/22			22,388.27		22,388.27		22,388.27
		1.35%	10/14/22			40,765.56		40,765.56		40,765.56
		2.07%	1/13/23			62,799.19		62,799.19		62,799.19
								-		
								-		
	Transfers In/(Out)							-		
								-		
								-		
	Total - LAIF	1.25%			11,958,206.80	125,953.02	-	12,084,159.82	12,084,159.82	125,953.02
Central Valley Money Market Acct										
Beginning Balance	015030960				3,138,035.16			3,138,035.16		
	Interest		7/11/22			68.78		68.78		68.78
			7/29/22			130.68		130.68		130.68
			8/31/22			226.98		226.98		226.98
			9/30/22			206.36		206.36		206.36
			10/31/22			213.26		213.26		213.26
			11/30/22			206.39		206.39		206.39
			12/31/22			206.41		206.41		206.41
			1/31/23			220.18		220.18		220.18
	Transfers In/(Out)							-		
								-		
								-		
		0.08%						-		
					3,138,035.16	1,479.04	-	3,139,514.20	3,139,514.20	1,479.04
Subtotal All City Investments		1.48%			17,852,241.96	1,925,432.06	-	19,777,674.02	19,677,217.61	169,418.61
				Total Investments	17,852,241.97	1,925,432.69	-	19,777,674.66	19,677,218.25	169,418.61
								Market Value Adjustment	(100,456.41)	
								1,925,432.69		
								1,925,432.69		
								-		



STAFF REPORT

MEETING DATE: February 22, 2023

PRESENTER: Josefina Alvarez, Interim Finance Director

SUBJECT: Ordinance Adding Chapter 1.36 To Title 1 of the Kerman Municipal Code Relating to a Master Fee Schedule and Amending Section 5.04.090 Of Chapter 5.04, Section 5.24.040 of Chapter 5.24, Section 5.26.030 of Chapter 5.26, and Section 12.28.050 of Chapter 12.28 Regarding User and Regulatory Fees (JA)

RECOMMENDATION: Council by motion waive full second reading and adopt Ordinance Adding Chapter 1.36 To Title 1 of the Kerman Municipal Code Relating to a Master Fee Schedule and Amending Section 5.04.090 Of Chapter 5.04, Section 5.24.040 of Chapter 5.24, Section 5.26.030 of Chapter 5.26, and Section 12.28.050 of Chapter 12.28 Regarding User and Regulatory Fees.

EXECUTIVE SUMMARY:

On February 8, 2023, City Council waived the first reading and introduced Ordinance Adding Chapter 1.36 To Title 1 of the Kerman Municipal Code Relating to a Master Fee Schedule and Amending Section 5.04.090 Of Chapter 5.04, Section 5.24.040 of Chapter 5.24, Section 5.26.030 of Chapter 5.26, and Section 12.28.050 of Chapter 12.28 Regarding User and Regulatory Fees. At that time the Council also adopted a resolution establishing the Master Fee Schedule. That Master Fee Schedule will be effective on July 1, 2023. This is the second reading of the ordinance for adoption which will be effective 30 days after adoption.

BACKGROUND:

Historically, the City has adopted fees (other than impact fees on an ad hoc basis). The City commissioned a user and regulatory fee study which was commenced in FY 2021/22 by ClearSource Financial Consulting (ClearSource).

On November 9, 2022, the City Council received findings and initial recommendations from the fee study. The study provides an up-to-date analysis of the City's current costs of providing fee-related services. This information can be used by the City Council as it considers potential updates to fees.

On February 8, 2023, the City Council was made aware of minor changes that were made to address City Council feedback and enhance fee schedule clarity.

Staff recommended the establishment of a Master Fee Schedule by ordinance which provides that all fees are to be set by resolution amending the Master Fee Schedule. Currently, the Municipal Code specifically identifies various fee amounts. The proposed code changes continue to reference fees for service. However, instead of identifying a specific amount, they indicate that fees will be established by resolution adopted by the City Council. This will allow for updates or new fees by

resolution without numerous modifications to the Municipal Code. The proposed ordinance also makes edits to current Municipal Code provisions with fee language inconsistent with the proposed Master Fee Schedule. The proposed ordinance was introduced at a first meeting on February 8th, 2023 and brought forth for the subsequent regular meeting of the Council.

FISCAL IMPACT:

Additional revenues expected from the Proposed Master Fee Schedule are intended to offset the cost of providing existing services associated with those fee-related regulatory functions and other programs. Additional fee revenue is not intended to fund new services. Fairly allocating costs to the services provided and recovering some, or all, of these costs from service recipients creates value and predictability for City customers and reimburses the City for services provided to a single party, as compared to the public at large. Recovering costs:

- Increases the availability of General Fund revenues to be used for services and activities available to all residents and businesses, such as public safety and public works services.
- Helps meet fee-payer service level expectations by collecting fees to fund the existing level of services provided.

ATTACHMENTS:

A. Ordinance

Attachment 'A'

ORDINANCE NO. 23- __

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN ADDING CHAPTER 1.36 TO TITLE 1 OF THE KERMAN MUNICIPAL CODE RELATING TO A MASTER FEE SCHEDULE AND AMENDING SECTION 5.04.090 OF CHAPTER 5.04, SECTION 5.24.040 OF CHAPTER 5.24, SECTION 5.26.030 OF CHAPTER 5.26, AND SECTION 12.28.050 OF CHAPTER 12.28 REGARDING USER AND REGULATORY FEES

THE CITY COUNCIL OF THE CITY OF KERMAN ORDAINS AS FOLLOWS:

SECTION 1. Chapter 1.36 shall be added to the Kerman Municipal Code to read as follows:

**Chapter 1.36
MASTER FEE SCHEDULE**

Sections:

1.36.010 Establishment of Master Fee Schedule.

1.36.010 Amendment of Fees and Master Fee Schedule.

1.36.010 Establishment of Master Fee Schedule.

All user and regulatory fees, penalties, refunds, reimbursements and charges of any kind collected by the City shall be specified in the Master Fee Schedule adopted by City Council, as amended by the Council resolution from time to time. Whenever applicable in this code, reference shall be made to the "Master Fee Schedule" in lieu of any reference to specific fee amounts.

1.36.020 Amendment of Master Fee Schedule.

All fees heretofore or hereafter set by ordinance in this code may also be established and amended by Council resolution amending the Master Fee Schedule except when state law requires that fees be adopted or amended by ordinance.

SECTION 2. Section 5.04.090 of the Kerman Municipal Code is hereby amended to read as follows:

5.04.090 License fee--Delinquency and penalty.

Every license which is not paid within a period of thirty days from the time the same becomes due and payable is declared to be delinquent and the city clerk shall add to such license and collect a penalty of ten percent per month of the license so delinquent.

SECTION 3. Section 5.24.040 of the Kerman Municipal Code is hereby amended to read as follows:

5.24.040 Permit--Application to solicit.

An application for a permit to solicit shall be made to the city council upon forms provided by the city at the office of the city clerk. Such application shall be sworn to and filed with the city clerk at least fifteen days prior to the time the permit applied for shall become effective; provided, that the city council may, for good cause shown, allow the filing of an application less than fifteen days prior to the effective date of the permit applied for. The application required in this section shall contain the following information, or in lieu thereof, a detailed statement of the reason or reasons why such information cannot be furnished:

- A. The name and address of the applicant;
- B. The exact purpose for which the proceeds of the solicitations, sale, bazaar, exhibition, promotion, amusement, show, lecture, entertainment or other enterprise, or any part thereof, are to be used, including the manner in which the amount of any compensation, intended to be paid to any person out of such proceeds, shall be paid;
- C. The total amount which is sought to be raised;
- D. The names and addresses of all persons on its board of trustees or its governing body, and also the names and address of all persons who will receive compensation in any way for the solicitations;
- E. The bank or place where all or any part of the funds raised by such activity will be placed on deposit or invested;
- F. Contemporaneously with the filing of the application, the applicant shall deposit with the city clerk a bond or guaranty for the faithful performance of the provisions of this chapter as established in the Master Fee Schedule as amended from time to time. Such sum is to be returned to the applicant upon denial of the application if it is denied, or, if the application is granted, then to be returned to the applicant upon the order of the city council when it is satisfied that the applicant has met all requirements of this chapter;
- G. Such other information in respect to the character, past activities, and the proposed activity of the applicant and the parties directly interested in or engaged in the work as may be necessary or desirable to enable the city council to make a full and complete investigation;
- H. Within fifteen days of filing an application, the city council shall determine whether to grant or deny the permit to solicit. The permit shall be granted if the council determines that the application provides the information required by this section.

SECTION 4. Section 5.26.030 of the Kerman Municipal Code is hereby amended to read as follows:

5.26.030 Permit application.

Applicants for a safe and sane fireworks stand permit must submit a completed application and the designated fee, as established in the Master Fee Schedule, as amended from time to time, upon a form obtained from the city clerk.

A completed application shall include:

- A. A hold harmless agreement indemnifying city, its employees, officials and agents against loss, liability, injury or damages arising from issuance of the permit and all activities, injuries, incidents or occurrences conducted or occurring pursuant to the permit. The applicant shall provide to city a certificate of insurance in a form acceptable to city and naming city as additional insured;
- B. A written description of the location of the stand either by street address or by distance and direction from the nearest cross streets;
- C. Written permission of the owner and any lessee or possessor of the land on which the fireworks stand will be operated;
- D. Written evidence that the applicant possesses a current retail sales license for the retail sale of safe and sane fireworks, and has been approved for such sales by north central fire protection district.

Upon receipt of the permit fee, and an application with the required attachments, the city clerk shall issue only one safe and sane fireworks stand permit to each applicant, and the permit shall be valid for only one location.

SECTION 5. Section 12.28.050 of the Kerman Municipal Code is hereby amended to read as follows:

12.28.050 Permit--Issuance conditions.

No permit issued under Section 12.28.040 shall be in conflict with the following regulations:

- A. The maximum width of any driveway shall not be more than thirty feet, as measured at the top of the curbing.

B. The minimum distance between driveways serving the same lot or parcel of land shall be not less than eighteen feet, as measured at the top of the curbing.

C. Not more than forty percent of the frontage upon any street of the lot or lots or parcel of land to be served thereby shall be devoted to driveways.

D. No driveway shall be located so as to interfere with intersecting sidewalks, traffic signals, lamp posts, fire hydrants or other public improvements, either actual and in existence, or officially approved and contemplated.

E. No permit shall be issued to remove any curbing unless a concrete driveway between curbing and sidewalk is to be installed.

F. The necessary adjustments to utility facilities, light standards, fire hydrants, catch basins, street or rail way signs, signals, or other public improvements or installations shall be accomplished without cost to the city.

G. All such work shall be done under the supervision of the city engineer or his authorized agents, and in accordance with city specifications in effect at the time of such work. Forms shall be inspected by the city engineer or his authorized agents before any concrete is poured. All debris and surplus materials shall be promptly removed upon completion of the work.

H. The applicant shall maintain the premises in a safe manner, and shall provide adequate barricades and lights at his own expense to protect the safety of the public using the adjacent streets or sidewalks, and shall hold the city free from any damages incurred by his operations.

I. Fees charged for the issuance of the permit shall be established in the Master Fee Schedule, as amended from time to time.

J. The city council shall have the authority to rescind any permit heretofore or hereafter granted for a curb cut or sidewalk installation when it finds such action to be in the public interest.

SECTION 6. CEQA. This ordinance does not constitute a project under the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15378 (b)(4) which states in relevant part that the term "Project" does not include "The creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment." (California CFR Title 14, Chapter 3)

SECTION 7. Severability. The City Council declares that the provisions of this Ordinance are severable. If, for any reason, any sentence, paragraph, or section of this ordinance is determined by a court of competent Jurisdiction to be invalid, such determination will not affect the validity of the remaining portions of this Ordinance.

SECTION 8. Effective Date. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 9. Publication. This Ordinance shall be published in accordance with the provisions of Government Code Section 36933.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman held on the 8th day of February 2023, and passed and adopted at a regular meeting the City Council held on 22nd day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: February 22, 2023

PRESENTER: Josefina Alvarez, Interim Finance Director

SUBJECT: Approving Agreements with San Joaquin Valley Unified Air Pollution District for the Replacement of five Vehicles with Alternative Fuel Vehicles (Projects G-145425, G-145426, G-145427, G-145428 and G-145429) and authorize the City Manager to Execute the Agreements (JA)

RECOMMENDATION: Council by motion adopt resolution approving the agreements with San Joaquin Valley Air Pollution Control District to purchase five alternative fuel vehicles (Projects G-145425, G-145426, G-145427, G-145428 and G-145429) and authorize the City Manager to execute the agreements.

EXECUTIVE SUMMARY: Council approved Res No. 23-03 which authorized the City Manager to complete and sign applications and administer the new alternative fuel vehicle purchase program through the San Joaquin Valley Air Pollution Control District (SJVAPCD) on January 11, 2023. Five applications were submitted to the SJVAPCD and all five applications have been approved. The City is able to proceed and enter into an agreement with SJVAPCD for each vehicle. If all requirements are met, the City will receive \$20,000 per vehicle or a total of \$100,000 through the SJVAPCD alternative fuel vehicle purchase program.

FISCAL IMPACT: \$80,000 was budgeted under the Grant Comp Natural Gas Vehicle account (500-0000-334-09-00); amount will change to \$100,000.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING FIVE AGREEMENTS WITH THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FOR THE PURCHASE OF FIVE ALTERNATIVE FUEL VEHICLES (PROJECTS G-145425, G-145426, G-145427, G-145-428 AND G-145429)

WHEREAS, Council approved Resolution 23-03 which authorized the City Manager to complete and sign applications and administer the new alternative fuel vehicle purchase program through the San Joaquin Valley Air Pollution Control District (SJVAPCD) on January 11, 2023; and

WHEREAS, The City submitted five applications for the replacement of five vehicles with five alternative fuel vehicles to the SJVAPCD; and

WHEREAS, the SJVAPCD has approved the five applications for the City of Kerman and is ready to proceed with the projects (G-145425, G-145426, G-145427, G-145428 and G-145429).

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 Council approves the five agreements with the SJVAPCD for the five alternative fuel vehicles, attached hereto as Exhibit 'A' through Exhibit 'E' for Projects G-145425, G-145426, G-145427, G-145428 and G-145429.
3. The City Manager is authorized to sign each agreement on behalf of the City.
4. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 22nd day of February 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

'Exhibit A'

Agreement No. **G-145425-A1****SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT****PUBLIC BENEFIT GRANTS PROGRAM****FUNDING AGREEMENT****(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, _____, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Kerman** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased or taken possession of said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

22 1. To the text of this Agreement

23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 3. COMPENSATION

11 The total obligation of the District under this Agreement shall not exceed
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
17 other sources for the total cost of the vehicle(s) is not received by Participant, District
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District
20 shall issue payment to Participant upon receipt of a properly supported and verified
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative
22 Fuel Vehicle Purchase Component payment procedures document. The payment
23 procedures document shall be provided to Participant by the District. Payment is for
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or
2 will receive co-funding from a third party that, in addition to the District's funding,
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
4 this Agreement. Participant is required to disclose all such information to the District
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
7 purchased or taken possession of the said new vehicle(s) prior to the execution date of
8 this Agreement.

9 Concurrently with the submission of any claim for payment, Participant
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that
11 complete payment has been made or invoiced. Participant understands that any
12 payment received from the District to fund the vehicle(s) in this Agreement may be
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
14 liability on the funds provided by the District shall be the sole responsibility of the
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by
17 Participant pursuant to the terms and conditions of this Agreement by the project
18 completion date, shall automatically revert to District. Only expenditures incurred by
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 4. **NON-ALLOCATION OF FUNDS**

21 The terms of this Agreement are contingent on the approval and receipt
22 of funds by the appropriating government agency. Should sufficient funds not be
23 allocated, the services provided may be modified or this Agreement terminated at any
24 time by giving Participant thirty (30) days' prior written notice.

25 5. **ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the
27 following information:

- 28 1. Participant contact information;

2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

1 to the District;

2 In no event shall any payment by District constitute a waiver by District of
3 any breach of this Agreement or any default, which may then exist on the part of
4 Participant. Neither shall such payment impair or prejudice any remedy available to the
5 District with respect to the breach or default. District shall have the right to demand of
6 Participant the repayment to the District of any funds disbursed to Participant under this
7 Agreement which in the judgment of District were not expended in accordance with the
8 terms of this Agreement. Participant shall promptly refund any such funds upon
9 demand.

10 In addition to immediate suspension or termination, District may impose
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.
12 The District may prohibit Participant from participating in all other District and State grant
13 programs in the future.

14 B. **Without Cause:** Either party may terminate this Agreement at any
15 time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. The District shall have the right to demand prompt repayment of
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if
18 the Participant does not meet all obligations under this Agreement upon such
19 termination.

20 7. MODIFICATION

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 8. INDEPENDENT CONTRACTOR

24 In performance of the work, duties, and obligations assumed by
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
26 mutually understood and agreed that Contractor, including any and all of Contractor's
27 officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.
2 Furthermore, District shall have no right to control or supervise or direct the manner or
3 method by which Contractor shall perform its work and function. However, District shall
4 retain the right to administer this Agreement so as to verify that Contractor is performing
5 its obligations in accordance to the terms and conditions thereof. Contractor and District
6 shall comply with all applicable provisions of law and the rules and regulations, if any,
7 of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely responsible
12 and save District harmless from all matters relating to payment of Contractor's
13 employees, including compliance with social security, withholding, and all other
14 regulations governing such matters. It is acknowledged that during the term of this
15 Agreement, Contractor may be providing services to others unrelated to District or to
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18 Participant may not assign, sell, transfer, license, or subcontract any rights
19 or obligations to a third party within or outside of the District's boundaries without the
20 express prior consent of the District for the duration of the Agreement Period specified
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
24 receive written consent from the District prior to selling or transferring ownership of the
25 vehicle(s) or any portion thereof.

26 Prior to completing the transaction, the Participant understands that it is
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT**DISTRICT**

**John Jansons
City Manager
850 S. Madera Ave.
Kerman, CA 93630**

**Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726**

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

16. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

17. CONFLICT OF INTEREST

No officer, employee, or agent of District who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Participant shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of District.

18. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

19. COMPLIANCE WITH LAWS

The Participant shall comply with all federal and state laws, statutes, regulations, rules, and guidelines which apply to its performance under this Agreement, including California driving eligibility and financial liability laws.

20. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

21. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

PARTICIPANT
City of Kerman

DISTRICT
San Joaquin Valley Air Pollution Control District

John Jansons

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

City of Kerman

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-145425

Vehicle Make: Ford

Vehicle Model: Interceptor Utility HEV

Vehicle Model Year: 2023

Vehicle Type: Hybrid

Maximum Eligible Amount: \$20,000.00

'Exhibit B'

Agreement No. **G-145426-A1****SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT****PUBLIC BENEFIT GRANTS PROGRAM****FUNDING AGREEMENT****(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, _____, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Kerman** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased or taken possession of said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

22 1. To the text of this Agreement

23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 3. COMPENSATION

11 The total obligation of the District under this Agreement shall not exceed
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
17 other sources for the total cost of the vehicle(s) is not received by Participant, District
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District
20 shall issue payment to Participant upon receipt of a properly supported and verified
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative
22 Fuel Vehicle Purchase Component payment procedures document. The payment
23 procedures document shall be provided to Participant by the District. Payment is for
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or
2 will receive co-funding from a third party that, in addition to the District's funding,
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
4 this Agreement. Participant is required to disclose all such information to the District
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
7 purchased or taken possession of the said new vehicle(s) prior to the execution date of
8 this Agreement.

9 Concurrently with the submission of any claim for payment, Participant
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that
11 complete payment has been made or invoiced. Participant understands that any
12 payment received from the District to fund the vehicle(s) in this Agreement may be
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
14 liability on the funds provided by the District shall be the sole responsibility of the
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by
17 Participant pursuant to the terms and conditions of this Agreement by the project
18 completion date, shall automatically revert to District. Only expenditures incurred by
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 4. NON-ALLOCATION OF FUNDS

21 The terms of this Agreement are contingent on the approval and receipt
22 of funds by the appropriating government agency. Should sufficient funds not be
23 allocated, the services provided may be modified or this Agreement terminated at any
24 time by giving Participant thirty (30) days' prior written notice.

25 5. ANNUAL REPORTING

26 Participant shall submit annual reports on the vehicle(s) that include the
27 following information:

- 28 1. Participant contact information;

2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

1 to the District;

2 In no event shall any payment by District constitute a waiver by District of
3 any breach of this Agreement or any default, which may then exist on the part of
4 Participant. Neither shall such payment impair or prejudice any remedy available to the
5 District with respect to the breach or default. District shall have the right to demand of
6 Participant the repayment to the District of any funds disbursed to Participant under this
7 Agreement which in the judgment of District were not expended in accordance with the
8 terms of this Agreement. Participant shall promptly refund any such funds upon
9 demand.

10 In addition to immediate suspension or termination, District may impose
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.
12 The District may prohibit Participant from participating in all other District and State grant
13 programs in the future.

14 B. **Without Cause:** Either party may terminate this Agreement at any
15 time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. The District shall have the right to demand prompt repayment of
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if
18 the Participant does not meet all obligations under this Agreement upon such
19 termination.

20 7. MODIFICATION

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 8. INDEPENDENT CONTRACTOR

24 In performance of the work, duties, and obligations assumed by
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
26 mutually understood and agreed that Contractor, including any and all of Contractor's
27 officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.
2 Furthermore, District shall have no right to control or supervise or direct the manner or
3 method by which Contractor shall perform its work and function. However, District shall
4 retain the right to administer this Agreement so as to verify that Contractor is performing
5 its obligations in accordance to the terms and conditions thereof. Contractor and District
6 shall comply with all applicable provisions of law and the rules and regulations, if any,
7 of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely responsible
12 and save District harmless from all matters relating to payment of Contractor's
13 employees, including compliance with social security, withholding, and all other
14 regulations governing such matters. It is acknowledged that during the term of this
15 Agreement, Contractor may be providing services to others unrelated to District or to
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18 Participant may not assign, sell, transfer, license, or subcontract any rights
19 or obligations to a third party within or outside of the District's boundaries without the
20 express prior consent of the District for the duration of the Agreement Period specified
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
24 receive written consent from the District prior to selling or transferring ownership of the
25 vehicle(s) or any portion thereof.

26 Prior to completing the transaction, the Participant understands that it is
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT**DISTRICT**

**John Jansons
City Manager
850 S. Madera Ave.
Kerman, CA 93630**

**Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726**

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

1 16. LOBBYING PROHIBITED

2 None of the funds provided under this Agreement shall be used for
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
4 before the Congress of the United States of America or the Legislature of the State of
5 California.

6 17. CONFLICT OF INTEREST

7 No officer, employee, or agent of District who exercises any function or
8 responsibility for planning and carrying out the services provided under this Agreement
9 shall have any direct or indirect personal financial interest in this Agreement. Participant
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
11 which shall be applicable to all parties and beneficiaries under this Agreement and any
12 officer, agent, or employee of District.

13 18. GOVERNING LAW

14 This Agreement shall be governed in all respects by the laws of the State
15 of California. Venue for any action arising out of this Agreement shall only be in Fresno
16 County, California.

17 19. COMPLIANCE WITH LAWS

18 The Participant shall comply with all federal and state laws, statutes,
19 regulations, rules, and guidelines which apply to its performance under this Agreement,
20 including California driving eligibility and financial liability laws.

21 20. BINDING ON SUCCESSORS

22 This Agreement, including all covenants and conditions contained herein,
23 shall be binding upon and inure to the benefit of the parties, including their respective
24 successors-in-interest, assigns, and legal representatives.

25 21. TIME IS OF THE ESSENCE

26 It is understood that for Participant's performance under this Agreement,
27 time is of the essence. The parties reasonably anticipate that Participant will, to the
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

PARTICIPANT
City of Kerman

DISTRICT
San Joaquin Valley Air Pollution Control District

John Jansons

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

City of Kerman

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-145426

Vehicle Make: Ford

Vehicle Model: Interceptor Utility HEV

Vehicle Model Year: 2023

Vehicle Type: Hybrid

Maximum Eligible Amount: \$20,000.00

'Exhibit C'

Agreement No. **G-145427-A1****SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT****PUBLIC BENEFIT GRANTS PROGRAM****FUNDING AGREEMENT****(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, _____, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Kerman** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased or taken possession of said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

22 1. To the text of this Agreement

23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 3. COMPENSATION

11 The total obligation of the District under this Agreement shall not exceed
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
17 other sources for the total cost of the vehicle(s) is not received by Participant, District
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District
20 shall issue payment to Participant upon receipt of a properly supported and verified
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative
22 Fuel Vehicle Purchase Component payment procedures document. The payment
23 procedures document shall be provided to Participant by the District. Payment is for
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or
2 will receive co-funding from a third party that, in addition to the District's funding,
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
4 this Agreement. Participant is required to disclose all such information to the District
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
7 purchased or taken possession of the said new vehicle(s) prior to the execution date of
8 this Agreement.

9 Concurrently with the submission of any claim for payment, Participant
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that
11 complete payment has been made or invoiced. Participant understands that any
12 payment received from the District to fund the vehicle(s) in this Agreement may be
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
14 liability on the funds provided by the District shall be the sole responsibility of the
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by
17 Participant pursuant to the terms and conditions of this Agreement by the project
18 completion date, shall automatically revert to District. Only expenditures incurred by
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 4. **NON-ALLOCATION OF FUNDS**

21 The terms of this Agreement are contingent on the approval and receipt
22 of funds by the appropriating government agency. Should sufficient funds not be
23 allocated, the services provided may be modified or this Agreement terminated at any
24 time by giving Participant thirty (30) days' prior written notice.

25 5. **ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the
27 following information:

28 1. Participant contact information;

2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

1 to the District;

2 In no event shall any payment by District constitute a waiver by District of
3 any breach of this Agreement or any default, which may then exist on the part of
4 Participant. Neither shall such payment impair or prejudice any remedy available to the
5 District with respect to the breach or default. District shall have the right to demand of
6 Participant the repayment to the District of any funds disbursed to Participant under this
7 Agreement which in the judgment of District were not expended in accordance with the
8 terms of this Agreement. Participant shall promptly refund any such funds upon
9 demand.

10 In addition to immediate suspension or termination, District may impose
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.
12 The District may prohibit Participant from participating in all other District and State grant
13 programs in the future.

14 B. **Without Cause:** Either party may terminate this Agreement at any
15 time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. The District shall have the right to demand prompt repayment of
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if
18 the Participant does not meet all obligations under this Agreement upon such
19 termination.

20 7. MODIFICATION

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 8. INDEPENDENT CONTRACTOR

24 In performance of the work, duties, and obligations assumed by
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
26 mutually understood and agreed that Contractor, including any and all of Contractor's
27 officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.
2 Furthermore, District shall have no right to control or supervise or direct the manner or
3 method by which Contractor shall perform its work and function. However, District shall
4 retain the right to administer this Agreement so as to verify that Contractor is performing
5 its obligations in accordance to the terms and conditions thereof. Contractor and District
6 shall comply with all applicable provisions of law and the rules and regulations, if any,
7 of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely responsible
12 and save District harmless from all matters relating to payment of Contractor's
13 employees, including compliance with social security, withholding, and all other
14 regulations governing such matters. It is acknowledged that during the term of this
15 Agreement, Contractor may be providing services to others unrelated to District or to
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18 Participant may not assign, sell, transfer, license, or subcontract any rights
19 or obligations to a third party within or outside of the District's boundaries without the
20 express prior consent of the District for the duration of the Agreement Period specified
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
24 receive written consent from the District prior to selling or transferring ownership of the
25 vehicle(s) or any portion thereof.

26 Prior to completing the transaction, the Participant understands that it is
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT**DISTRICT**

John Jansons
City Manager
850 S. Madera Ave.
Kerman, CA 93630

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

1 16. LOBBYING PROHIBITED

2 None of the funds provided under this Agreement shall be used for
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
4 before the Congress of the United States of America or the Legislature of the State of
5 California.

6 17. CONFLICT OF INTEREST

7 No officer, employee, or agent of District who exercises any function or
8 responsibility for planning and carrying out the services provided under this Agreement
9 shall have any direct or indirect personal financial interest in this Agreement. Participant
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
11 which shall be applicable to all parties and beneficiaries under this Agreement and any
12 officer, agent, or employee of District.

13 18. GOVERNING LAW

14 This Agreement shall be governed in all respects by the laws of the State
15 of California. Venue for any action arising out of this Agreement shall only be in Fresno
16 County, California.

17 19. COMPLIANCE WITH LAWS

18 The Participant shall comply with all federal and state laws, statutes,
19 regulations, rules, and guidelines which apply to its performance under this Agreement,
20 including California driving eligibility and financial liability laws.

21 20. BINDING ON SUCCESSORS

22 This Agreement, including all covenants and conditions contained herein,
23 shall be binding upon and inure to the benefit of the parties, including their respective
24 successors-in-interest, assigns, and legal representatives.

25 21. TIME IS OF THE ESSENCE

26 It is understood that for Participant's performance under this Agreement,
27 time is of the essence. The parties reasonably anticipate that Participant will, to the
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

PARTICIPANT
City of Kerman

DISTRICT
San Joaquin Valley Air Pollution Control District

John Jansons

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

City of Kerman

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-145427

Vehicle Make: Ford

Vehicle Model: Interceptor Utility HEV

Vehicle Model Year: 2023

Vehicle Type: Hybrid

Maximum Eligible Amount: \$20,000.00

'Exhibit D'

Agreement No. **G-145428-A1****SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT****PUBLIC BENEFIT GRANTS PROGRAM****FUNDING AGREEMENT****(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, _____, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Kerman** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased or taken possession of said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

22 1. To the text of this Agreement

23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 3. COMPENSATION

11 The total obligation of the District under this Agreement shall not exceed
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
17 other sources for the total cost of the vehicle(s) is not received by Participant, District
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District
20 shall issue payment to Participant upon receipt of a properly supported and verified
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative
22 Fuel Vehicle Purchase Component payment procedures document. The payment
23 procedures document shall be provided to Participant by the District. Payment is for
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or
2 will receive co-funding from a third party that, in addition to the District's funding,
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
4 this Agreement. Participant is required to disclose all such information to the District
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
7 purchased or taken possession of the said new vehicle(s) prior to the execution date of
8 this Agreement.

9 Concurrently with the submission of any claim for payment, Participant
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that
11 complete payment has been made or invoiced. Participant understands that any
12 payment received from the District to fund the vehicle(s) in this Agreement may be
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
14 liability on the funds provided by the District shall be the sole responsibility of the
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by
17 Participant pursuant to the terms and conditions of this Agreement by the project
18 completion date, shall automatically revert to District. Only expenditures incurred by
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 4. NON-ALLOCATION OF FUNDS

21 The terms of this Agreement are contingent on the approval and receipt
22 of funds by the appropriating government agency. Should sufficient funds not be
23 allocated, the services provided may be modified or this Agreement terminated at any
24 time by giving Participant thirty (30) days' prior written notice.

25 5. ANNUAL REPORTING

26 Participant shall submit annual reports on the vehicle(s) that include the
27 following information:

- 28 1. Participant contact information;

2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

1 to the District;

2 In no event shall any payment by District constitute a waiver by District of
3 any breach of this Agreement or any default, which may then exist on the part of
4 Participant. Neither shall such payment impair or prejudice any remedy available to the
5 District with respect to the breach or default. District shall have the right to demand of
6 Participant the repayment to the District of any funds disbursed to Participant under this
7 Agreement which in the judgment of District were not expended in accordance with the
8 terms of this Agreement. Participant shall promptly refund any such funds upon
9 demand.

10 In addition to immediate suspension or termination, District may impose
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.
12 The District may prohibit Participant from participating in all other District and State grant
13 programs in the future.

14 B. **Without Cause:** Either party may terminate this Agreement at any
15 time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. The District shall have the right to demand prompt repayment of
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if
18 the Participant does not meet all obligations under this Agreement upon such
19 termination.

20 7. MODIFICATION

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 8. INDEPENDENT CONTRACTOR

24 In performance of the work, duties, and obligations assumed by
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
26 mutually understood and agreed that Contractor, including any and all of Contractor's
27 officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.
2 Furthermore, District shall have no right to control or supervise or direct the manner or
3 method by which Contractor shall perform its work and function. However, District shall
4 retain the right to administer this Agreement so as to verify that Contractor is performing
5 its obligations in accordance to the terms and conditions thereof. Contractor and District
6 shall comply with all applicable provisions of law and the rules and regulations, if any,
7 of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely responsible
12 and save District harmless from all matters relating to payment of Contractor's
13 employees, including compliance with social security, withholding, and all other
14 regulations governing such matters. It is acknowledged that during the term of this
15 Agreement, Contractor may be providing services to others unrelated to District or to
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18 Participant may not assign, sell, transfer, license, or subcontract any rights
19 or obligations to a third party within or outside of the District's boundaries without the
20 express prior consent of the District for the duration of the Agreement Period specified
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
24 receive written consent from the District prior to selling or transferring ownership of the
25 vehicle(s) or any portion thereof.

26 Prior to completing the transaction, the Participant understands that it is
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

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21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT**DISTRICT**

John Jansons
City Manager
850 S. Madera Ave.
Kerman, CA 93630

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

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None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

1 16. LOBBYING PROHIBITED

2 None of the funds provided under this Agreement shall be used for
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
4 before the Congress of the United States of America or the Legislature of the State of
5 California.

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7 No officer, employee, or agent of District who exercises any function or
8 responsibility for planning and carrying out the services provided under this Agreement
9 shall have any direct or indirect personal financial interest in this Agreement. Participant
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
11 which shall be applicable to all parties and beneficiaries under this Agreement and any
12 officer, agent, or employee of District.

13 18. GOVERNING LAW

14 This Agreement shall be governed in all respects by the laws of the State
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16 County, California.

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18 The Participant shall comply with all federal and state laws, statutes,
19 regulations, rules, and guidelines which apply to its performance under this Agreement,
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22 This Agreement, including all covenants and conditions contained herein,
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24 successors-in-interest, assigns, and legal representatives.

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26 It is understood that for Participant's performance under this Agreement,
27 time is of the essence. The parties reasonably anticipate that Participant will, to the
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this
to be executed as of the day and year first hereinabove written.

PARTICIPANT

City of Kerman

John Jansons

DISTRICT

**San Joaquin Valley Air Pollution
Control District**

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution
Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution
Control District

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

City of Kerman

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-145428

Vehicle Make: Ford

Vehicle Model: Interceptor Utility HEV

Vehicle Model Year: 2023

Vehicle Type: Hybrid

Maximum Eligible Amount: \$20,000.00

'Exhibit E'

Agreement No. **G-145429-A1****SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT****PUBLIC BENEFIT GRANTS PROGRAM****FUNDING AGREEMENT****(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this _____ day of _____, _____, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Kerman** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased or taken possession of said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

22 1. To the text of this Agreement

23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 3. COMPENSATION

11 The total obligation of the District under this Agreement shall not exceed
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
17 other sources for the total cost of the vehicle(s) is not received by Participant, District
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District
20 shall issue payment to Participant upon receipt of a properly supported and verified
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative
22 Fuel Vehicle Purchase Component payment procedures document. The payment
23 procedures document shall be provided to Participant by the District. Payment is for
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or
2 will receive co-funding from a third party that, in addition to the District's funding,
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
4 this Agreement. Participant is required to disclose all such information to the District
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
7 purchased or taken possession of the said new vehicle(s) prior to the execution date of
8 this Agreement.

9 Concurrently with the submission of any claim for payment, Participant
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that
11 complete payment has been made or invoiced. Participant understands that any
12 payment received from the District to fund the vehicle(s) in this Agreement may be
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
14 liability on the funds provided by the District shall be the sole responsibility of the
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by
17 Participant pursuant to the terms and conditions of this Agreement by the project
18 completion date, shall automatically revert to District. Only expenditures incurred by
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 4. NON-ALLOCATION OF FUNDS

21 The terms of this Agreement are contingent on the approval and receipt
22 of funds by the appropriating government agency. Should sufficient funds not be
23 allocated, the services provided may be modified or this Agreement terminated at any
24 time by giving Participant thirty (30) days' prior written notice.

25 5. ANNUAL REPORTING

26 Participant shall submit annual reports on the vehicle(s) that include the
27 following information:

- 28 1. Participant contact information;

2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

to the District;

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement. The District may prohibit Participant from participating in all other District and State grant programs in the future.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance written notice of intention to terminate. The District shall have the right to demand prompt repayment of a portion or all monies expended under this Agreement as provided in paragraph 3 if the Participant does not meet all obligations under this Agreement upon such termination.

7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

8. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by Participant (also referred to in this section as 'Contractor') under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.
2 Furthermore, District shall have no right to control or supervise or direct the manner or
3 method by which Contractor shall perform its work and function. However, District shall
4 retain the right to administer this Agreement so as to verify that Contractor is performing
5 its obligations in accordance to the terms and conditions thereof. Contractor and District
6 shall comply with all applicable provisions of law and the rules and regulations, if any,
7 of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely responsible
12 and save District harmless from all matters relating to payment of Contractor's
13 employees, including compliance with social security, withholding, and all other
14 regulations governing such matters. It is acknowledged that during the term of this
15 Agreement, Contractor may be providing services to others unrelated to District or to
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18 Participant may not assign, sell, transfer, license, or subcontract any rights
19 or obligations to a third party within or outside of the District's boundaries without the
20 express prior consent of the District for the duration of the Agreement Period specified
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
24 receive written consent from the District prior to selling or transferring ownership of the
25 vehicle(s) or any portion thereof.

26 Prior to completing the transaction, the Participant understands that it is
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

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25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
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Executive Director/APCO
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Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

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2 None of the funds provided under this Agreement shall be used for
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12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
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19 Public Records Act.

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21 Notwithstanding anything else stated to the contrary herein, it is
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23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
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26 In the event that any one or more of the provisions contained in this
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Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

PARTICIPANT
City of Kerman

DISTRICT
San Joaquin Valley Air Pollution Control District

John Jansons

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

City of Kerman

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-145429

Vehicle Make: Ford

Vehicle Model: Interceptor Utility HEV

Vehicle Model Year: 2023

Vehicle Type: Hybrid

Maximum Eligible Amount: \$20,000.00



STAFF REPORT

MEETING DATE: February 22, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Rescinding Resolution 20-15 Proclaiming a Local Emergency within the City due to COVID-19 (JAJ)

RECOMMENDATION: Council by motion adopt a resolution rescinding Resolution No. 20-15 terminating the proclamation of a local emergency within the City due to COVID-19.

EXECUTIVE SUMMARY: On March 17, 2020, the City Council (Council) adopted Resolution 20-15, declaring the existence of a local emergency due to COVID-19. As COVID-19 and its impact on the local medical system have subsided, it is no longer an immediate emergency. Therefore, the emergency proclamation and related executive orders may be terminated.

It is recommended that the Council deems that the Local Emergency within the City due to COVID-19 no longer exists and adopts a resolution rescinding Resolution 20-15 and thereby terminating the proclamation of a local emergency related to COVID-19 and certain related executive orders issued by the Director of Emergency Services and ratified by the Council.

DISCUSSION: The Novel Coronavirus (COVID-19) was first detected in Wuhan City, Province, China, in December 2019. On March 15, 2020, the State of California and the President of the United States proclaimed County, State, and National emergencies due to COVID-19.

By March 15, Fresno County proclaimed a local health emergency. On March 17, 2020, the Council adopted Resolution 20-15 declaring the existence of a local emergency due to COVID-19. Resolution 20-15 specified that the termination of the proclamation could be made upon a determination that the local emergency no longer exists.

On February 28, 2023, the proclaimed State of Emergency pertaining to COVID-19 will end for the State of California. Therefore, the emergency proclamation and related executive orders may be terminated.

FISCAL IMPACT: None.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 23- __**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN RESCINDING RESOLUTION NO. 20-15 AND THEREBY TERMINATING THE PROCLAMATION OF A LOCAL EMERGENCY RELATED TO COVID-19 AND CERTAIN RELATED EMERGENCY POLICIES ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES AND RATIFIED BY THE CITY COUNCIL**

WHEREAS, in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19) was first identified in Wuhan City, Hubie Province, China; and

WHEREAS, COVID-19 spread outside of China, impacting the world, including the United States; and

WHEREAS, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS, the California Department of Public Health activated its Medical and Health Coordination Center, and the Office of Emergency Services activated the State Operations Center to provide support and guide actions to preserve public health; and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency for the State of California as a result of the threat of COVID-19; and

WHEREAS, on March 12, 2020 the Governor of the State of California enacted Executive Order N-25-20 detailing specific crisis related actions and orders and proclaiming a State of Emergency in California as a result of the threat of COVID-19; and

WHEREAS, on March 13, 2020 the President of the United States issued a Proclamation declaring a National Emergency, do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020.

WHEREAS, on March 15, 2020 the County of Fresno proclaimed a local emergency which was ratified on March 16, 2020.

WHEREAS, on March 17, 2020, the City Council of the City of Kerman proclaimed the existence of a local state of emergency relating to COVID-19 throughout the City of Kerman setting in place the City Manager as the Director of Emergency Services for the City of Kerman to help establish local orders and to further address the health and safety of the Kerman community and its residents; and

WHEREAS, on October 17, 2022, Governor Newsom announced that the COVID-19 State of Emergency will end for the state of California effective February 28, 2023; and

WHEREAS, since the City Council's proclamation of a local emergency, various emergency policies have been issued by the Director of Emergency Services and ratified by the City Council; and

WHEREAS, the City of Kerman and surrounding communities were supported throughout the local emergency by Fresno County Department of Public Health through education, testing, and treatment resources related to COVID-19; and

WHEREAS, the case incidence of COVID-19 cases in the City has significantly subsided; and

WHEREAS, pursuant to Government Code Section 8630, the City Council, after reviewing the need for continuing the local emergency, has determined that conditions no longer exist to warrant continuing the local emergency beyond the timeframe identified by the State of California.

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

1. The foregoing recitals are true and correct and incorporated by reference.
2. The City of Kerman will continue to work collaboratively with the Fresno County Department of Public Health to support continued efforts to minimize and mitigate the spread of COVID-19 in our community.
3. The City Council hereby rescinds Resolution No. 20-15 and thereby terminates the proclamation of a local emergency related to COVID-19 and certain related emergency directives and policies as listed below issued by the Director of Emergency Services and ratified by the City Council.
 - a. COVID-19: Prevention Programs, Protection Policies, and Response Directives as detailed in City Council Resolutions: 20-22, 20-25, 20-30, 20-36, 20-47, 20-48, 20-60, 20-64, 20-86, 20-93, and 20-98
4. This Resolution shall take effect February 28, 2023.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 22nd day of February 2023 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: February 22, 2022

PRESENTER: John Janson, City Manager

SUBJECT: Amendment and Extension of Professional Services Agreement with Hamner, Jewell & Associates, DBE of Beacon Integrated Professional Resources, Inc., a California S Corporation, for Real Property Acquisition Services (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving Amendment Number 1 to Professional Services Agreement with Hamner, Jewell & Associates, DBE of Beacon Integrated Professional Resources, Inc., A California S Corporation, for real property acquisition services.

EXECUTIVE SUMMARY: The City of Kerman periodically requires real property and right of way acquisition services. When this cannot be achieved by City staff, then professional services are required to complete City projects. This is common practice with most cities. A contract with Hamner, Jewell & Associates, DBE of Beacon Integrated Professional Resources, Inc., A California S Corporation, (Consultant) will provide the flexibility to pursue property acquisition and ensure confidentiality and professional management.

In February of 2022, the City entered into a one-year Professional Services Agreement (PSA) via Resolution 22-09 with Consultant. The City continues to require the services of the Consultant and recommends approval of a resolution to extend the term of the agreement for an additional two years.

Second, the Consultant firm name has been updated and heretofore will be called, "Beacon Integrated Professional Resources, Inc., DBA Hamner, Jewell & Associates, A California S Corporation.

Third, the Amendment includes an updated 2022/2023 Fee Schedule to supersede Exhibit 'B' of the February 8, 2022 PSA.

The cost of the Amendment No. 1 shall not exceed \$25,000.

All other terms and conditions will remain unchanged and in full force and effect.

FISCAL IMPACT: There are adequate funds remaining for services required in FY 22/23 as costs are billed to budgeted projects. Funding for FY 23/24 will be requested through the annual budget process for work beyond June 30, 2023.

ATTACHMENTS:

A. Resolution w/Amendment No. 1 and exhibits thereto

Attachment 'A'

RESOLUTION NO. 23-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING AMENDMENT NUMBER 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HAMNER, JEWELL & ASSOCIATES, DBE OF BEACON INTEGRATED PROFESSIONAL RESOURCES, INC., A CALIFORNIA S CORPORATION, FOR REAL PROPERTY ACQUISITION SERVICES**

WHEREAS, the City of Kerman (City) requires professional real estate services for City projects; and

WHEREAS, the City entered into a contact for one year with Hamner, Jewell, & Associates, DBE of Beacon Integrated Professional Resources, Inc., A California S Corporation, (Consultant) via Kerman City Council Resolution 22-09; and

WHEREAS, the City continues to require the services of Consultant and both parties wishes to extend the term of Agreement for an additional two years to June 30, 2025; and

WHEREAS, the parties also wish to update Consultant firm name to, "Beacon Integrated Professional Resources, Inc., DBA Hamner, Jewell & Associates, A California S Corporation", and

WHEREAS, an updated Fee Schedule for FY 2022/2023; will be included as part of the extended Agreement; and

WHEREAS, compensation for this agreement shall be provided through the City's existing budget associated with budgeted, current projects on an as-needed basis.

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

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

SECTION 2. The City Council approves Amendment Number 1 to Professional Services Agreement with Beacon Integrated Professional Resources, Inc., DBA Hamner, Jewell & Associates, A California S Corporation, attached as Exhibit 'A' and incorporated herein by reference.

SECTION 3. The City Council authorizes the City Manager to make any non-substantive edits necessary with approval of City Attorney and to execute the Amendment.

SECTION 4. This resolution is effective upon its adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 22nd day of February 2023, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

EXHIBIT 'A'

AMENDMENT NUMBER 1 TO PROFESSIONAL SERVICES AGREEMENT

The City of Kerman ("City") and Beacon Integrated Professional Resources, Inc., DBA Hamner, Jewell & Associates, A California S Corporation ("Consultant") agree to enter into Amendment No. 1 to Professional Services Agreement ("Agreement").

RECITALS

A. The City and Consultant entered into a Professional Services Agreement for real property acquisition services on February 9, 2022.

B. Consultant has the competence, experience, and qualifications to provide legislative advocacy services required by City.

C. The parties have determined to extend the Agreement, to amend the compensation rate, and to reflect the updated firm name of Consultant.

AGREEMENT

Section 1. Section 1.2 B. of the Agreement is amended to extend the Term of Agreement to June 30, 2025.

Section 2. The Consultant Firm Name is updated to read as follows: "Beacon Integrated Professional Resources, Inc., DBA Hamner, Jewell & Associates, A California S Corporation."

Section 3. Exhibit 'B' of the Agreement shall be replaced with the updated with the FY 2022/2023 Fee Schedule, which is attached hereto and incorporated by reference.

Section 4. Except as amended by this Amendment No. 1, all terms and conditions of the Agreement shall remain in full force and effect.

Section 5. This Amendment No. 1 shall be effective on February 8, 2023.

[Signatures on separate page.]

CONSULTANT:

Beacon Integrated Professional Resources, Inc.,
DBA Hamner, Jewell & Associates,
A California S Corporation
Attn: Lillian Jewell
530 Paulding Circle, Suite A
Arroyo Grande, CA 93420

By: _____

Its: _____

Date: _____

CITY:

John Jansons, City Manager
City of Kerman
850 S. Madera Ave.
Kerman, CA 93630

By: _____

Its: _____

Date: _____

HAMNER, JEWELL & ASSOCIATES**(a Division of Beacon Integrated Professional Resources, Inc.)**

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Our Fiscal Year 2022-2023 Rate Schedule, effective July 1, 2022, is as follows:

Managing Senior Associate	\$288 an hour
Senior Associates II	\$145-205 an hour
Senior Associates I	\$140-185 an hour
Associates II (Acquisition/Relocation)	\$120-150 an hour
Associates I (Acquisition/Relocation)	\$95-135 an hour
Contract Administrators	\$120-180 an hour
Project Coordinators	\$95-135 an hour
Transaction/Escrow Coordinators	\$85-130 an hour
Transaction Assistants	\$60-95 an hour
Assistants/Clerical Support	\$50-75 an hour
Appraisers	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third-party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. Per diem charges may apply in cases where the project area is more than two hours auto commuting time away from a Hamner, Jewell & Associates ("HJA") office location.

All reimbursable and third-party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference, unless mark-up is contractually restricted. Mileage and travel costs will be passed through without mark-up.

Statements for work shall be rendered monthly. Payments are due within 30 days. Payments not received within said period will accrue interest at a rate of 10% per annum.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of \$500/hour for HJA Senior Associates, \$325/hour for HJA Associates, and \$200/hour for HJA support staff. HJA shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

Rates may be adjusted annually with thirty days advance written notice. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions.



HAMNER, JEWELL & ASSOCIATES
Government Real Estate Services
 Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 773-1459
 Writer's email address: businessoffice@hamner-jewell.com

Hamner, Jewell & Associates Contracting Guidelines

Thank you for contracting with Hamner, Jewell & Associates for your upcoming project. This is to provide you with important information to facilitate and expedite our contracting process.

For contracting purposes please use the following information:

Corporate Name:

Beacon Integrated Professional Resources Inc., a California S-corporation
 DBA Hamner, Jewell & Associates

Corporate signatory is:

Lillian D. Jewell
 President

Our Company EIN# 77-0551695

Please direct your correspondence regarding contracting and insurance issues as follows:

Contract communications, requests for contract signatures and insurance certificates:
businessoffice@hamner-jewell.com

Invoicing questions should be directed to:
accounting@hamner-jewell.com.

Any hard copy noticing, or mailings to our corporate office should be directed to:
 Hamner, Jewell & Associates.
 530 Paulding Circle, Suite A
 Arroyo Grande, CA 93420

Note that our corporate office handles all contracts, invoicing, AP payables, insurance certs, business licenses, and other general business administration matters. Please direct requests as indicated above for fastest responses.

Sub-Contractors and Vendors:

Please submit your invoices for payment to AP@hamner-jewell.com
 Please submit your insurance certs and W-9s to ProjectSupport@hamner-jewell.com

Thank you - We look forward to working with you on the upcoming project!



STAFF REPORT

MEETING DATE: February 22, 2023

PRESENTER: Jesus R. Orozco, Community Development
Director

SUBJECT: A Request for Public Convenience or Necessity for a Type 20 (Off-Sale Beer and Wine) ABC License for Vikram Vohra and Vinay Vohra (Fast N Easy) Located at 14195 W Whitesbridge Rd. (JRO)

RECOMMENDATION: Council by motion, review and consider adoption of a Resolution Adopting Findings of Public Convenience or Necessity for a Type 20 (Off-Sale Beer & Wine) ABC License for Vikram Vohra and Vinay Vohra (Fast N Easy) Located at 14195 W Whitesbridge Rd. (which is pending consideration of a Conditional Use Permit).

EXECUTIVE SUMMARY:

On January 23, 2023, staff received a complete application for a Public Convenience or Necessity (PCN) request regarding an application for a Type 20 (Off-Sale Beer & Wine) alcohol license (ABC license), from Vikram Vohra and Vinay Vohra (Fast N Easy) located at 14195 W Whitesbridge Rd. The subject site is in undue concentrated Census Tract 40.06. As a result of the undue concentration of ABC licenses in this census tract, under section 23958.4 of the Business and Professions Code, the Council must determine within 90 days of notification of a completed application that a PCN would be served by the issuance of the ABC license.

DISCUSSION:

Project Proposal

Applicants Vikram Vohra and Vinay Vohra wish to include the sale of beer and wine as a component of a convenience store to be developed in association with a fueling station and a drive-through restaurant. Before an ABC license is issued by the State Department of Alcohol Beverage Control, the Council must first determine by making findings that ABC sales would serve a public convenience or necessity (PCN). The applicants are proposing ABC sales between 6 AM and 1 AM. Project development, including ABC sales will be subject to the Site Plan Review (SPR) and Conditional Use Permit (CUP) process. Key operational and development requirements will be determined by the respective review body (e.g. Community Development Director and Planning Commission).

Council Policy

Historically, the Council considered PCN requests for convenience stores on a case-by-case basis. The case-by-case basis approach was determined to be non-objective by Council. In order to address concerns regarding an objective review of PCN and ABC sales, the Council recently adopted Ordinance No. 23-02, requiring all new alcohol sales to procure a CUP. Additionally, specific distance restrictions were imposed as part of the CUP review and consideration process. The proposed resolution approving the PCN with findings expressly noting there is a pending application for an Alcohol

Conditional Use Permit and that approval of the Council resolution does not pre-commit the City to an approval of said CUP. The project applicants are currently awaiting a public hearing date for CUP 2023-03 and SPR 2022-02, for consideration of the convenience store and associated alcohol sales and site development.

Census Tract 40.06

As already mentioned in this report, there is an undue concentration of ABC sales within Census Tract 40.06. Census Tract 40.06 encompasses properties north of Kearney Blvd., well beyond city limits and properties east of Madera Ave, well beyond city limits as shown in Attachment 'B'. At this time there are eight (8) Off-sale ABC licenses where only two (2) Off-sale ABC licenses are allowed in the census tract. Approval of this PCN would result in nine (9) Off-sale ABC licenses. The next closest ABC sales site is located within the Wal-Mart shopping center, which currently holds a Type 21 (Off-sale General). Of note, one of the eight (8) Off-sale ABC license's is located outside the City's sphere of influence.

The table shows all active ABC licenses in Census Tract 40.06.

Census Tract 40.06						
Sale Type	Lic. Type	Orig. Iss. Date	Expir. Date	Primary Owner	Premises Addr.	Business Name
On-sale	41	5/31/2006	4/30/2023	GONG, HUI ZHI	160 S MADERA AVE	HONG KONG RESTAURANT
Off-sale	21	5/24/2010	6/30/2023	THRIFTY PAYLESS, INC.	456 S MADERA AVE	RITE AID 5853
Off-sale	21	10/1/2009	9/30/2023	MAHLI & SAMRA INCORPORATED	432 S MADERA AVE	FASTRIP 918
Off-sale	21	12/4/2013	6/30/2023	WALMART INC.	14061 W WHITESBRIDGE RD	WALMART 5701
Off-sale	20	2/12/2016	6/30/2023	CHAHAL MANAGEMENT INC	240 S MADERA AVE	KERMAN U SAVE MINI MART
Off-sale	20	10/15/2019	9/30/2023	R&S DIVERSIFIED, INC.	14980 W WHITESBRIDGE AVE	KERMAN CARNITAS
Off-sale	20	11/13/2020	10/31/2023	RASHED, YAHYA ABDULKARIM	1048 N MADERA AVE	HWY 145 MARKET
Off-sale	20	4/22/2021	6/30/2023	GROCERY OUTLET INC	14868 W WHITESBRIDGE RD	GROCERY OUTLET
Off-sale	21	11/29/2022	10/31/2023	DB KERMAN INC	14859 W WHITESBRIDGE AVE	KERMAN FOODMART
On-sale	47 & 77	1/26/2023	12/31/2023	ALONSO CORPORATION	170 N MADERA AVE	CEVICHES & BEER

Findings

In considering a Type 20 (Off-sale Beer and Wine) ABC license, the Council must determine that the request is warranted by a PCN, and Council must make a determination on whether or not a PCN would be served by the issuance of an off-sale ABC license prior to the issuance of a license by the State's Department of Alcohol Beverage Control.

To that end, applicants Vikram Vohra and Vinay Vohra (Fast N Easy) have submitted an application for a CUP and SPR in order to ensure compliance with the recently adopted ordinance related ABC sales. Moreover, ABC sales are generally incidental to convenience stores with fueling stations which

is a permitted use in commercial zone districts. At this time, staff has not been in receipt of any comments in favor or against the ABC license application due to the mandatory notice of application posted on the site.

Additional, the General Plan includes numerous goals and policies intended to help guide economic and community development in the City. The following policies directly or indirectly support the determination of the PCN in favor of the application.

- **Policy ED – 1.1 Increase Business.** The City shall strive to increase the number of businesses operating in Kerman to satisfy the routine needs and dining, services, and retail desires of residents while also increasing sales, property, business, and potential transient-occupancy taxes.
- **Policy ED – 3.2 Expanding Operations and Employment.** The City shall assist existing industries in expanding their operations and increasing employment in Kerman to reduce commutes.
- **Policy ED – 3.4 Attracting Industries for Local Jobs.** The City shall seek industries that complement the existing workforce in terms of educational and vocational skills set and commute patterns, and will provide full-time, stable employment with competitive wages and benefits.

CEQA:

The proposed project is a commercial project pursuant to and in conformity with the Kerman 2040 General Plan. According to CEQA Guidelines Section 15183, a project that is consistent with a general plan required no further environmental review since it is consistent with the development density established by the 2040 General Plan for which an EIR was certified. There are no project-specific significant effects on the project or the site which would require additional environmental review. Accordingly, staff recommends that the Council find the project exempt from further review under CEQA.

FISCAL IMPACT:

None

ATTACHMENTS:

- Resolution
- Census Tract 40.06 Map

Attachment 'A'

RESOLUTION NO. 23-__**A RESOLUTION OF THE CITY OF KERMAN CITY COUNCIL ADOPTING FINDINGS OF PUBLIC CONVENIENCE OR NECESSITY FOR A TYPE 20 OFF-SALE BEER AND WINE ABC LICENSE FOR VIKRAM VOHRA AND VINAY VOHRA (FAST N EASY) LOCATED AT 14195 W WHITESBRIDGE ROAD WHICH IS PENDING CONSIDERATION OF A CONDITIONAL USE PERMIT**

WHEREAS, on January 23, 2023, the Community Development Department received a complete application for a Public Convenience or Necessity (PCN) request regarding an application for a Type 20 (Off-Sale Beer & Wine) alcohol license (ABC license), from Vikram Vohra and Vinay Vohra (Fast N Easy) located at 14195 W Whitesbridge Rd.; and

WHEREAS, the California Department of Alcoholic Beverage Control has determined that there is an undue concentration of off-sale ABC licenses in Census Tract 40.06 in which Fast N Easy wish to establish ABC sales; and

WHEREAS, as a result of that determination, California Business and Professions Code Section 23958.4 requires that “the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance”; and

WHEREAS, the City Council is the City’s governing body and has the ability to make a determination of public convenience or necessity; and

WHEREAS, the City Council has adopted an ordinance requiring all new ABC licenses to procure a Conditional Use Permit; and

WHEREAS, Fast N Easy has filed an application for an Alcohol Conditional Use Permit which review and consideration is pending; and

WHEREAS, on February 22, 2023 the City Council makes findings of public convenience or necessity for a Type 20 Off-Sale Beer & Wine alcohol license; and

WHEREAS, approval of this Resolution does not pre-commit the City to approve a CUP for Fast N Easy.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The City Council hereby determines that public convenience or necessity would be served by the issuance of a Type 20 ABC license to Fast N Easy located at 14195 W Whitesbridge Rd. in the City of Kerman. The Council’s determination is based on the following findings:

- a. The sale of beer and wine would serve the public convenience upon successfully procuring a Conditional Use Permit as required by Ordinance 23-02.
 - b. Alcohol sales are an incidental activity within convenience stores with fueling stations which is a permitted use in commercial zone districts.
 - c. The proposed use would stimulate economic activity by generating sales tax revenues, full- and part-time jobs while guiding community and economic goals and policies of the General Plan.
 - d. Staff has not been in receipt of any comments in favor or against the ABC license application being issued as a result of the mandatory notice of application posted on the site.
3. The City Council authorizes the City Manager or his designee to submit a letter to ABC advising it of the Council's adoption of this Resolution to allow for the issuance of a Type 20 ABC license.
 4. Approval of this Resolution does not pre-commit the City to issue a CUP to Fast N Easy.
 5. This resolution is effective upon adoption.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 22nd of February 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSAL:

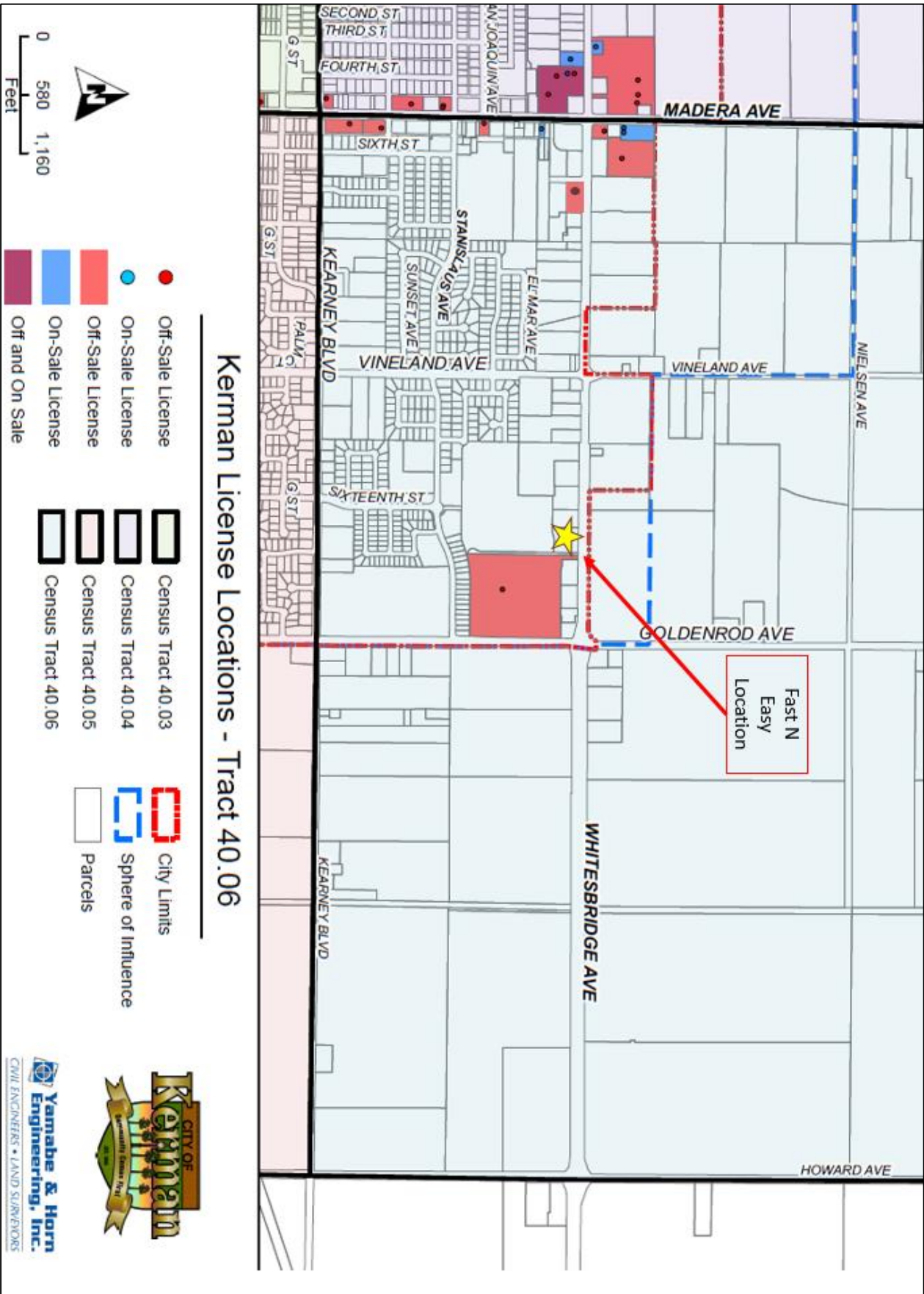
The foregoing resolution is hereby approved

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Attachment 'B'





STAFF REPORT

MEETING DATE: February 22, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Continued Discussion of Request by Mayor Pacheco for City Council Consideration to Host Fresno City College Associated Student Government and Mock Student Trial with Kerman High School in 2023 (JAJ).

RECOMMENDATION: Council continue discussion of request by Mayor Pacheco to host Fresno City College Associated Student Government and Mock Student Trial with Kerman High School in 2023 and direct staff accordingly.

EXECUTIVE SUMMARY:

At the January 25, City Council meeting, Mayor Pacheco proposed Kerman hosting a future meeting of the Fresno City College Associated Student Government (FCCASG) in Kerman in 2023.

At the February 8, 2023 Council meeting, at the request of Mayor Pacheco, staff brought to Council the consideration to host a meeting of the FCCASG in 2023.

At the meeting, Mayor Pacheco indicated Kerman High School (KHS) would also be involved in the event and it would be a mock trial, to include FCCASG.

After much discussion, and questions, surrounding the specifics of the event, Council voted to continue the item to the February 22, meeting. Continuing the discussion would allow Mayor Pacheco sufficient time to acquire additional information from the respected affiliates involved.

FCCASG is interested in conducting Association meetings in various locations within the County and their district boundaries.

DISCUSSION: Kerman remains a desirable location to host regional meetings or meetings targeting west Fresno County residents or businesses. We note that in the past various groups, agencies, elected officials, others have requested the use of the Council Chambers. However, the City has declined requests in the past due to groups needing to be supervised (overtime expense), group is too large or that group would be better accommodated at other City facilities.

When considering serving as the host City for any event, the City must consider several factors.

- Proposed Date and Time,
- Availability of facility (ies),
- Conflict with other reservations,
- Costs (staff time, heating and cooling, equipment etc.) to facilitate meetings

- Suitability of available facilities i.e.: size, parking amenities, support services required,
- The public benefits for allowing such use, and
- Setting of precedent for allowing other groups to use City Chambers.

Council should consider these factors in determining if the City is able to host a proposed event and if it is in the best interest of the City to do so. Therefore, Staff seeks Council direction on whether Kerman should host a future meeting of the FCCASG and KHS and under what terms and conditions the City will require to host the FCCASG and KHS.

FISCAL IMPACT:

Unknown at this time: depends on timing, size and support provided to the event.

ATTACHMENTS:

A. None



STAFF REPORT

MEETING DATE: February 22, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Consideration of City Council Attendance at California League of Cities, *City Leaders Summit* (JAJ)

RECOMMENDATION: Staff recommends Council approve attendance of the Mayor and Mayor Pro Tem, or alternatively, any one or two Council Members at the California League of Cities, *City Leaders Summit* in Sacramento on April 12 through April 14, 2023.

EXECUTIVE SUMMARY: The *City Leaders Summit* is a unique advocacy and education event that allows city officials to influence state policy decisions and gain top-notch leadership skills. During the event, city leaders will spend a full day meeting with legislators to discuss the most pertinent issues affecting their cities and then attend two days of in-depth educational sessions to explore local solutions to statewide problems.

Staff believes that active engagement by Council members in California League of Cities events, trainings, and networking opportunities benefit the City.

The City Leaders Summit, which was previously called “Legislative Action Days”, is a good opportunity to advocate on the City’s behalf, represent the City’s interests, stay current with legislation affecting cities, and learn best practices.

The dates for the 2023 *City Leaders Summit* conflict with the regularly scheduled City Council meeting of April 12 and this should be considered with regard to potential lack of quorum or majority, or rescheduling conflicts given everyone’s competing schedules and availability.

FISCAL IMPACT: The approximate cost for attendance is \$1,200 to \$1,500 per person depending on final travel arrangements to be expensed to the City Council support budget.

ATTACHMENTS:

A. City Leaders Summit Program Brochure



City Leaders Summit

April 12-14, 2023

SAFE Credit Union Convention Center

1400 J Street, Sacramento, CA

Register (https://www.eventsquid.com/contestant-reg.cfm?event_id=19576)

The City Leaders Summit is a unique advocacy and education event that allows city officials to influence state policy decisions and gain top-notch leadership skills. During the event, city leaders will spend a full day meeting with legislators to discuss the most pertinent issues affecting their cities and then attend two days of in-depth educational sessions to explore local solutions to statewide problems.

For questions, please contact Associate Manager, Event Program, **Kayla Boutros** (<mailto:kboutros@calcities.org>) .



2023 Summit Information

Registration ↓

Capacity is limited, and registration is subject to sell out prior to the registration deadline. Register early!

Full Registration Includes:

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

Register online by April 5 (requires credit card) – **Register Here**
(<https://www.eventsquid.com/register/19576>)

Mail-in Registration (pay by check) - contact **Megan Dunn**
(<mailto:mdunn@calcities.org>) to request a registration form.

Special Needs? Contact **Megan Dunn (<mailto:mdunn@calcities.org>)** .



Member-City Officials and City Staff	\$025
Non-Member City Officials and City Staff	\$1,625
All Others	\$825

One-Day Registration Fees

Member-City Officials and City Staff

Wednesday	\$150
Thursday and Friday	\$475

Non-Member City Officials and City Staff

Wednesday	\$425
Thursday and Friday	\$1,325

All others

Guest Pass to Wednesday Reception	\$50
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**The guest/spouse fee is restricted to persons who are not city or public officials, are not related to any Cal Cities Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to Wednesday's networking reception only. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse.*



Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to **Megan Dunn** (<mailto:mdunn@calcities.org>) , and received on or before April 5. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

Hotel and Travel ↓

A limited number of hotel rooms are available at a reduced rate for conference attendees. The discounted hotel rate cut-off is March 21, 2023. Hotels are subject to sell out prior to the deadline – reserve early!

STEP ONE: (<https://www.eventsquid.com/register/19576>) **Register for the Conference** (<https://www.eventsquid.com/register/19576>)

STEP TWO: Book a hotel room

Once registration is complete, you will receive a confirmation e-mail directing you to the group housing reservations page.

Hyatt Regency Sacramento
1209 L Street Sacramento, CA 95814
(916) 443-1234

Group Hotel Rate (per night): \$215 – Single/Double Occupancy (plus tax and fees)



Cancellations must be made directly through the hotel. Please note that after March 21, 2023 has passed, you may incur a financial penalty and minimum one-night room charge or attrition fees.

PLEASE NOTE: *The information you provide to Cal Cities when registering for a Cal Cities conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with Cal Cities the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between Cal Cities and the hotel(s) will be limited to your first name, last name, email, and dates/length of stay in the hotel.*

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

Parking and Transportation

Self-Parking: \$25.00 for overnight parking or \$30.00 for day use.

Valet Parking (per day): \$37.00 for overnight parking or \$40.00 for day use.

Nearby airport: Sacramento International Airport (SMF): 11 miles

[\(/docs/default-source/city-leaders-summit-session-materials/2022-city-leaders-summit-program-final.pdf?sfvrsn=8d29e331_12\)](https://docs.default-source/city-leaders-summit-session-materials/2022-city-leaders-summit-program-final.pdf?sfvrsn=8d29e331_12) [\(/docs/default-source/city-leaders-summit-session-materials/2022-city-leaders-summit-program-final.pdf?sfvrsn=8d29e331_12\)](https://docs.default-source/city-leaders-summit-session-materials/2022-city-leaders-summit-program-final.pdf?sfvrsn=8d29e331_12)



***Schedule subject to change**

Wednesday, April 12

Registration Open

8:30 a.m.-5:30 p.m.

Opening General Session

10 a.m.-noon

Day one of the conference focuses on legislative advocacy. Join Cal Cities leadership and lobbyists for an update on high priority legislation that you will want to advocate on when you meet with legislative officers later in the day.

Lunch on Your Own

Noon-2:00 p.m.

Educational Session

2:00-3:30 p.m.

Educational Session

3:45-5:00 p.m.

Reception

5:30-7:00 p.m.

**Registration Open**

7:00 a.m.-4:30 p.m.

Networking Breakfast

7:00-8:15 a.m.

General Session

8:30-10:00 a.m.

Concurrent Educational Sessions

10:15-11:30 a.m.

Networking Lunch

11:30 a.m.-12:30 p.m.

Concurrent Educational Sessions

12:45-2:00 p.m.

Concurrent Educational Sessions

2:15-3:30 p.m.

Concurrent Educational Sessions

3:45-5:00 p.m.

Friday, April 14**Registration Open**

7:30 a.m.-3:00 p.m.



Concurrent Educational Sessions

9:00-10:15 a.m.

Closing General Session

10:30 a.m.-noon

Adjourn

Noon

[Explore Previous Summits →](#)

2022 Summit Session Descriptions

[Click to view the full summit PDF \(/docs/default-source/city-leaders-summit-session-materials/2022-city-leaders-summit-program-final.pdf?sfvrsn=8d29e331_12\)](#) .

Wednesday, May 11 →

Registration Open

8:30 a.m.–5:30 p.m.

Opening General Session

10:00–11:15 a.m.

Day one of the conference focuses on legislative advocacy. Join Cal Cities leadership and lobbyists for an update on high priority legislation

**Session Remarks:**

Cindy Silva, President, League of California Cities and Mayor Pro Tem, Walnut Creek

Ali Sajjad Taj, First Vice President, League of California Cities and Council Member, Artesia

Carolyn Coleman, Executive Director and CEO, League of California Cities

League of California Cities Speakers

Melanie Perron, Deputy Executive Director, Advocacy and Public Affairs

Jason Rhine, Assistant Director, Legislative Affairs

Elisa Arcidiacono, Legislative Representative, Public Safety

Caroline Cirrincione, Legislative Representative, Community Services

Damon Conklin, Legislative Representative, Transportation, Communications and Public Works

Derek Dolfie, Legislative Representative, Environmental Quality

Johnnie Piñ a, Legislative Representative, Governance, Transparency, and Labor Relations

Nicolas Romo, Legislative Representative, Revenue and Taxation

Cal Cities News Conference

11:30 a.m.-12:15 p.m.

City leaders will gather at the Capitol and urge lawmakers to draw on the state's historic surplus for new housing programs, organic waste



12:15-2:00 p.m.

Cities' Role in Modernizing California's Behavioral Health Continuum

2:00-3:30 p.m.

Listen to insight from legislative leaders on how cities can support counties in ensuring access to behavioral health services for all Californians. This discussion will focus on modernizing California's behavioral health system to support unsheltered individuals in receiving housing, treatment, and care.

Moderator

Porsche Middleton, Mayor, Citrus Heights

Speakers

Karen Goh, Mayor, Bakersfield

Toby Ewing, Executive Director, Mental Health Services
Oversight and Accountability Commission

Thomas Umberg, Senator, 34th District

Planning for the Communities of Tomorrow: The Intersection of Land Use and State Climate Goals

3:45-5:00 p.m.

Join us for a discussion on the future of land-use planning and meeting our state climate goals in California cities. Listen to insight from state legislators and councils of governments on how they think cities can

**Moderator**

Cheryl Viegas Walker, Immediate Past President, League of California Cities and Council Member, El Centro

Speaker

Dave Cortese, Senator, 15th District

Laura Friedman, Assembly Member, 43rd District

Kacey Lizon, Deputy Executive Director for Planning and Programs, Sacramento Area Council of Governments

Legislative Reception sponsored by League Partners

5:30-7:00 p.m.

After a full day of lobbying and education, relax and enjoy some light hors d'oeuvres and refreshments while networking with your colleagues.

Thursday, May 12 →

Registration Open

7:30 a.m.-4:30 p.m.

Networking Breakfast

7:30-8:15 a.m.

General Session

8:30-10:00 a.m.



motivating their teams. Discover tips to strengthen your presentation and communication skills with fellow council members, city staff, and the community. Learn to hold teams accountable and how to use communication methods that prevent division. Leave the session with the tools to provide engaging, dynamic, and persuasive presentations and connect with any audience.

Welcoming Remarks

Cindy Silva, President, League of California Cities and Mayor Pro Tem, Walnut Creek

John Minto, President, Mayors and Council Members Department, League of California Cities and Mayor, Santee

Keynote Speaker

Tracy Miller, CEO TM Consulting, Communications Coach, Retired Senior Assistant District Attorney

Concurrent Educational Sessions

10:15-11:30 a.m.

How Cities Can Fix Dangerous Properties and Increase Revenue

Almost every city has abandoned, fire-damaged, or otherwise dilapidated properties. However, a solution for these longstanding dilapidated properties exists under California Health and Safety Code (HSC) §§ 17980.6 and 17980.7. This presentation will explain how cities can utilize the receivership remedy to abate dangerous properties and simultaneously generate revenue.



Amanda Pope, Senior Counsel and Director of City
Receiverships, Jones & Mayer

Finding Successors – Finding Future Leaders in your City Staff

As cities struggle to retain employees, an even bigger challenge is attracting and retaining city managers and city attorneys that can provide stability and leadership to a city despite the political landscape. Learn about the process of training city employees for the overall sake of the city management profession, as well as the development of a strong reputation and character of their city.

Moderator

Karen Pinkos, City Manager, El Cerrito

Speakers

Damien Arrula, City Administrator, Placentia

Timothy Davis, Attorney, Burke, Williams & Sorensen, LLP

Rhonda Shader, Mayor, Placentia

Networking Lunch

11:30 a.m.-12:30 p.m.

Concurrent Educational Sessions

12:45-2:00 p.m.

Emerging Issues and Cutting-Edge Solutions for Challenges Facing California Cities

California's economic landscape creates a need for well-planned growth, sustainability practices, and innovative service delivery methods



strategic collaboration with residents, community partners, and organizers. In this facilitated discussion, participants will consider three commonly shared challenges and share their own experiences. Discussion items will include engaging productively with community organizers, balancing the need for free enterprise and affordable housing, and encouraging social cohesion.

Facilitators

Stephanie Dietz, City Manager, Merced
Matthew Serratto, Mayor, Merced

Lessons Learned in the Recovery After the Camp Fire

On Nov. 8, 2018, the Camp Fire destroyed most of the Town of Paradise. Three years later, the Town is in the process of rebuilding a more resilient community. The Town has hit many roadblocks, creating hurdles in the recovery process throughout this time. This presentation will cover the recovery process and lessons learned while looking to the future at the obstacles still affecting the Town's recovery.

Speakers

Steve Crowder, Mayor, Paradise
Colette Curtis, Recovery and Economic Development Director, Paradise
Kevin Phillips, Town Manager, Paradise

Concurrent Educational Sessions

2:15-3:30 p.m.



and private investment shift in a post-COVID world, presenting challenges and opportunities for a new and vital future. Cities must understand new economic development platforms to generate revenues and foster economic growth. This includes accelerating the use of value capture tools, such as tax increment districts like EIFDs/CRIAs, to generate fiscal upside. Cities can also strategically use zoning and entitlements as “currency” in a digital world, capturing value in the shift from retail to residential/industrial and the reimagination of regional retail centers and corridors. Learn the components of new tools that can enhance revenue capture and reset a community’s economic future.

Moderator

Blanca Pacheco, Second Vice President, Mayors and Council Members Department and Mayor, Downey

Speaker

Larry Kosmont, Chairman and CEO, Kosmont Companies
Damien Arrula, City Administrator, Placentia

Foundations of an Equitable and Inclusive Community

Participants will be guided through a series of motivational concepts and exploration of how their personal values, and the values related to their work as public servants, lead to a vision for their cities as truly inclusive communities. This research-based and human-centered approach will leave participants inspired and equipped with the foundational elements for creating equity and inclusion within your cities. Learn how everyday behaviors and community interactions of mayors and councilmembers are tied to a true and clear vision of equity. Community leaders will learn to create the human connection and mindfulness that will foster equitable outcomes for those we serve.



Concurrent Educational Sessions

3:45-5:00 p.m.

Intergenerational Collaboration and the Next Generation of City Leadership

In this session, participants will explore core values and motivations for entering public service all while learning how to leverage our different generational perspectives. Speakers will discuss how to confront complex local government challenges, and how crossing multigenerational bridges can best serve communities.

Moderator

Tessa Rudnick, Council Member, El Cerrito

Speakers

Eli Hill, Council Member, San Rafael

Devin Murphy, Mayor Pro Tem, Pinole

Rita Xavier, Mayor, San Pablo

Water Quality Solutions for your Community: The True Source Control Story

As local communities struggle to comply with stormwater permits, this session will focus on water quality, stormwater challenges and solutions, and how True Source Control may ultimately offer the most effective and economical approach to the elimination of many pollutants that impair local waterways.

Moderator

Derek Dolfie, Legislative Representative, Environmental Quality,



Karen Cowan, Executive Director, California Stormwater Quality Association

Dorene D'Adamo, Vice Chair, State Water Resources Control Board

Vicki Kalkirtz, Senior Planner, San Diego

Friday, May 13 →

Registration Open

7:45 a.m.-noon

Networking Breakfast

7:45-8:45 a.m.

Concurrent Educational Sessions

9:00-10:15 a.m.

Build It, They Will Come: Creating an Excellent Workplace Culture

Some of the biggest challenges facing executives, include creating a culture that attracts the best employees while simultaneously retaining and rewarding them. The next generation of leaders view organizational culture as one of the most crucial factors in working for and staying with a company. In this presentation, participants will be inspired to recognize the powerful differentiator of organizational culture for local governments, the seven layers of culture, and how to influence positive change at each level with practical and tactical solutions to build thriving workplace cultures.



Land Use and Zoning - Who is Making the Decisions?

For the last several years, the amount of housing legislation has increased, while the affordability gap continues to widen. Despite the flurry of new regulations, the trend of more expensive housing doesn't seem to be slowing. Seemingly, a constant with the laws is an erosion of your ability to make decisions on new housing projects. You are frustrated, the public is frightened, and developers are often confused. Despite appearances, all is not lost. There are still ways you can guide development and make sure what is built fits your community. This session will focus on practical solutions and methods of using your General Plan, zoning, and even CEQA to ensure that new developments suit your community.

Moderator

Lori Ogorchock, Immediate Past President and Department Director, Mayors and Council Members Department and Council Member, Antioch

Speakers

Eric Nelson, Planning Commissioner, Dana Point
Mark Teague, Managing Principal – Environmental Services, Placeworks

Closing General Session

10:30 a.m.-noon

Stop Shoulding Yourself: Strategies for High Performers

Are you too busy to take care of yourself? Too busy to be a mentor? Too busy to sleep? Too busy to be attending this session right now? Then



incorporating “micro strategies” for building capacity, or improving success and satisfaction, attendees will receive practical training for making courageous changes along with strategies for leveling up their careers and personal lives through authenticity and alignment.

Closing Remarks

Cindy Silva, President, League of California Cities and Mayor Pro Tem, Walnut Creek

Susannah Meyer, First Vice President, Mayors and Council Members Department, League of California Cities and Council Member, Brentwood

Keynote Speaker

Nicole Lance, CEO, Nicole Lance Coaching

Adjourn

Noon

**Schedule subject to change*

2022 Summit Session Materials

- **Build It, They Will Come** ([/docs/default-source/city-leaders-summit-session-materials/build-it-they-will-come.pdf?sfvrsn=2e8cec2b_3](/docs/default-source/city-leaders-summit-session-materials/build-it-they-will-come.pdf?sfvrsn=2e8cec2b_3))



[materials/cal-cities-leg-priorities.pdf?sfvrsn=d18983c4_6\)](#)

- [\(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3\)](#)
[\(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3\)](#)
[\(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3\)](#)
Critical Communication Skills for City Leaders - Handout
[\(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3\)](#)
- [\(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---slides.pdf?sfvrsn=3b3f1d61_3\)](#) **Critical Communication Skills for City Leaders - PowerPoint Slides**
[\(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---slides.pdf?sfvrsn=3b3f1d61_3\)](#)
[\(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3\)](#)
- **Emerging Issues and Cutting-Edge Solutions for Challenges Facing California Cities** [\(/docs/default-source/city-leaders-summit-session-materials/emerging-issues-and-cutting-edge-solutions-for-challenges-facing-california-cities.pdf?sfvrsn=9fedd349_3\)](#)
- **Finding Successors – Finding Future Leaders in your City Staff**
[\(/docs/default-source/city-leaders-summit-session-materials/finding-successors-finding-future-leaders-in-your-city-staff.pdf?sfvrsn=f1ee80a5_6\)](#)
- [\(/docs/default-source/city-leaders-summit-session-materials/foundations-of-an-equitable-and-inclusive-community.pdf?sfvrsn=1bab7ee6_3\)](#) **Foundations of an Equitable and Inclusive Community** [\(/docs/default-source/city-leaders-](#)



[ingredients-for-a-vital-downtown-in-a-post-covid-digital-world.pdf?sfvrsn=73f4b398_3](#)) **Food for Thought- Ingredients for a Vital Downtown in a Post Covid Digital World** ([/docs/default-source/city-leaders-summit-session-materials/food-for-thought--ingredients-for-a-vital-downtown-in-a-post-covid-digital-world.pdf?sfvrsn=73f4b398_3](#))

- **How Cities Can Fix Dangerous Properties and Increase Revenue** ([/docs/default-source/city-leaders-summit-session-materials/how-cities-can-fix-dangerous-properties-and-increase-revenue.pdf?sfvrsn=a29055b2_3](#))
- ([/docs/default-source/city-leaders-summit-session-materials/land-use-and-zoning-who-is-making-the-decisions.pdf?sfvrsn=1a91209c_3](#)) **Land Use and Zoning – Who Is Making the Decisions?** ([/docs/default-source/city-leaders-summit-session-materials/land-use-and-zoning-who-is-making-the-decisions.pdf?sfvrsn=1a91209c_3](#))
- **Lessons Learned in the Recovery After the Camp Fire** ([/docs/default-source/city-leaders-summit-session-materials/lessons-learned-in-the-recovery-after-the-camp-fire.pdf?sfvrsn=d6f3d8c8_3](#))
- ([/docs/default-source/city-leaders-summit-session-materials/stop-shoulding-yourself.pdf?sfvrsn=649b23cb_3](#)) **Stop Shoulding Yourself** ([/docs/default-source/city-leaders-summit-session-materials/stop-shoulding-yourself.pdf?sfvrsn=649b23cb_3](#))
- ([/docs/default-source/city-leaders-summit-session-materials/water-quality-solutions-for-your-community--the-true-source-control-story.pdf?sfvrsn=a19a0323_3](#)) **Water Quality Solutions for Your Community- The True Source Control Story** ([/docs/default-source/city-leaders-summit-session-materials/water-quality-solutions-for-your-community--the-true-source-control-story.pdf?sfvrsn=a19a0323_3](#))



Speaker Center

In the Speaker Center, you can find resources for all speaker-related details including deadlines, audiovisual requests, presentation submission directions, panelist agreements, and key event contacts.

Agreements and Presentation Submissions →

Below are key presenter deadlines and a link to the Speakers Agreement. Please read and complete the required fields to acknowledge your acceptance of the League of California Cities' presenter guidelines. Providing your digital signature allows Cal Cities to move forward in planning and promoting your session, as well as publish your name and affiliation on our website and in marketing materials. Your contact information will remain strictly confidential.

Should you have any questions, please contact the **education department** (<mailto:education@calcities.org>) .

Important deadlines

March 14: Complete the (<https://www.cacities.org/Education-Events/Planning-Commissioners-Academy/Speaker-Center/Speakers-Agreement>) **Speakers Agreement** (<https://www.cacities.org/CLSspeakersAgreement>) and note any specific audiovisual requests. On the day of their presentation, speakers are provided a one-day complimentary registration (not including meals or special events), which needs to be completed via the form. If you would like to register for additional conference days or activities, please contact **Megan Dunn** (<mailto:mdunn@calcities.org>) .



(<https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission>) .

April 21: Discounted hotel rate cut off. Once you

(https://www.eventsquid.com/register/19576%22%20/t%20%22_blank%22%20HYPERLINK%20%22https://www.eventsquid.com/register/19018%22%20/t%20%22_blank) register for the conference

(https://www.eventsquid.com/register/19576%22%20/t%20%22_blank%22%20HYPERLINK%20%22https://www.eventsquid.com/register/19018%22%20/t%20%22_blank) , you will be prompted to book a hotel room.

April 5: Deadline for advanced conference registration.

Now-April: To ensure each speaker is comfortable with their responsibilities during the presentation, please hold at least one conference call with all of the panelists in your session. The session planning chair, typically the person who submitted the proposal for the conference, is responsible for connecting with the other speakers to hold a session planning call.

- (<https://www.cacities.org/CLSspeakersAgreement>) **Speakers Agreement** (<https://www.cacities.org/CLSspeakersAgreement>)
- **Presentation Submission** (<https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission>)

Presentation Guidelines →

Our goal is to provide exceptional educational experiences, networking opportunities, and innovative tools that will make attendees and their cities more successful. Studies show that adults learn best when they are actively



Accordingly, we urge you to plan your presentation with these suggestions in mind.

The most common complaints on session evaluations from prior seminars are:

- "The presentation was a 'sales' pitch for a particular product or service."
- "I couldn't read the slides."
- "One speaker took so much time that the others were not able to give their full presentations."
- "I'd like more practical knowledge."

Please consider the following as you prepare for your presentation:

- Relevant content for experienced audiences that stretches thinking and provides new approaches.
- Content that is delivered in an engaging way and draws on the experience of the attendees.
- Examples and case studies of real success (and successful failures).
- Try to add stories, anecdotes, testimonials, or demonstrations that emphasize your point. We all remember a good story, and thus more easily the lesson with it.
- Provide tools and information that the audience can implement.
- If there are other speakers in your session, coordinate with them in advance to decide your speaking order and ensure that all presentations fit into the assigned time allotment. If you do not have the contact information for your co-presenters, please contact us at education@calcities.org (mailto:education@calcities.org) .
- Selling from the podium creates conflict of interest problems. Cal Cities educational sessions should never be an advertisement. Therefore, presentations may not include any commercialism for specific products or consulting services.



Presentation materials are an important element of Cal Cities educational programs. Please submit your presentation

(<https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission>) in either a Microsoft-friendly format or as a .pdf file no later than **Wednesday, March 29**.

It is Cal Cities' goal to make a positive impact on the environment by integrating environmental considerations into all seminars. Some things to keep in mind are:

- When naming your session materials, please use your session title. For example: "YourSessionTitle"
- If your session group has created multiple presentations, please combine all presentations into one document before submitting to us, in the order the presenters are speaking.

Please contact the education department (<mailto:education@calcities.org>) with any questions, concerns, or assistance needs you may have.

(<https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission>)

Submit your presentation here (<https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission>) .

(<https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission>)

Session Layout and Structure →

The League of California Cities encourages our presenters to use the most engaging educational platform possible when speaking at the City Leaders Summit. We recognize that each session has a unique format and

**Panel Discussions: 75 minutes, with up to 3 speakers****Moderator (5 minutes)**

- Welcome
- Frame session
- Introduce speakers

Speaker(s) #1, #2 and #3 (20 minutes)

- Summary of relevant experience
- Learning objectives
- Core session content
- Summary of key points

Presider (10 minutes)

- Facilitate Q&A
- Final comments

Panel Discussions: 75 minutes, 1 speaker**Presider (5 minutes)**

- Welcome
- Frame session
- Introduce speaker

Speaker #1 (60 minutes)

- Summary of relevant experience
- Learning objectives
- Core session content
- Summary of key points



Speed Sessions: (20 minutes)

Speaker #1 (15 minutes)

- Self-introduction
- Frame session
- Fun and engaging presentation

Final thoughts (5 minutes)

- Facilitate Q&A
- Final Comments

As a reminder, sessions may not include any product/service demonstrations or commercial presentations for specific products or consulting services. Please contact the [education department \(mailto:education@calcities.org\)](mailto:education@calcities.org) with any questions, concerns or assistance needs you may have.

1400 K Street, Suite 400
Sacramento, CA 95814

P: (916) 658-8200
F: (916) 658-8240