



CITY COUNCIL REGULAR MEETING AGENDA
Wednesday, December 13, 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

- A. Honoring Tony Boren
- B. Introduction of Police Officers & Staff: Munique Cubillos, Administrative Assistant, Luis Gutierrez, Police Officer, Johnathan Farr, Police Officer, Victoria Ramirez, Community Service Officer, Fabiana De La Cruz, Police Officer, Eduardo Barrera, Police Officer

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. Minutes - November 8, 2023 & November 29, 2023

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

10/15/23 - 10/28/23: \$186,224.12; Retro Pay & Other: \$9,6310.10; Overtime: \$11,113.38; Standby: \$1,480.30; Comp Time Earned: 45

10/29/23 - 11/11/23: \$186,677.87; Retro Pay & Other: \$2,122.29; Overtime: \$9,514.75; Standby: \$1,250.22; Comp Time Earned: 51.78

RECOMMENDATION: Council approve payroll as presented.

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

1. Nos. 27959-28201 \$858,743.45 ACH \$177,243.10

RECOMMENDATION: Council approve 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:** Contract for Emergency Preparedness

RECOMMENDATION: Council by motion adopt resolution approving contract with Michael Brady Emergency Management Consulting for preparation of an Updated Emergency Operations Plan, Stakeholder and Community Engagement and Staff Training in an amount not to exceed \$30,000.

F. **SUBJECT:** Community Organization Grant Program Policy (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Community Organization Grant Program Policy.

G. **SUBJECT:** Contract for Emergency Preparedness (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving contract with Michael Brady Emergency Management Consulting Engagement and Staff Training in an amount not to exceed \$30,000.

6. PUBLIC HEARINGS

- A. **SUBJECT:** Public Hearing for Proposed Increase in Water, Wastewater (Sewer) and Storm Drain Rates (JA)

RECOMMENDATION:

1. Council open and conduct the Proposition 218 public hearing to receive staff report and written protests, objections, and public comments; and
2. Close the public hearing;
3. Direct the City Clerk to report on the number of written protests received; and

If a majority protest does not exist for the proposed water, sewer and storm drain increases, adopt resolution approving increases to water and sewer rates which will become effective February 1, 2024, directing a property owner election and ballot process for the proposed storm drain fee and ratifying the Proposition 218 process.

7. DEPARTMENT REPORTS

- A. **SUBJECT:** Request to Defer Gateway Villas Development Impact Fees for Fiscal Year 2022/2023 to First Quarter of 2024 and for Fiscal Year 2023/2024 to First Quarter of 2025 (JA)

RECOMMENDATION: Council to consider adoption of Resolution Approving First Amendment to Gateway Villas Apartments Affordable Housing Project and Waiver of Associated Impact Fees Agreement In Order to Extend the Payment Due Dates and Term of Agreement

- B. **SUBJECT:** Resolution Appointing Members to the Planning Commission and Parks, Recreation and Community Services Commission

RECOMMENDATION: Council by motion adopt resolution concurring with appointments by Mayor Pacheco of one applicant to the Planning Commission and two applicants to the Parks, Recreation and Community Services Commission.

- C. **SUBJECT:** City Council Attendance at California League of Cities: Mayors and Council Members Academy (JAJ)

RECOMMENDATION: City Council select members to attend California League of Cities, Mayors and Council Meeting if a majority of Council wishes to attend the conference.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

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 one 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 agendized and which meet other requirements for action.)

A. Future Consideration of Measure E - Mayor Pacheco

10. CLOSED SESSION

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

Date: December 8, 2023 /s/ Josie Camacho, Deputy City Clerk



HONORING TONY BOREN

WHEREAS, Tony Boren has been with Fresno Council of Governments for 30 years, proudly serving as Executive Director from 2008 to 2023; and

WHEREAS, Tony obtained his master's degree from California State University, Fresno in City & Regional Planning, starting his planning career and joining Fresno COG in 1993; and

WHEREAS, Tony's career include serving as Fresno COG Executive Director for 15 years, coordinating and implementing the Measure C program's significant transportation projects, leading three cycles from 2014-2022 of the Fresno Council of Governments Regional Transportation Plan/Sustainable Communities Strategy; and

WHEREAS, Tony collaborated with the eight San Joaquin Valley Metropolitan Planning Organizations, and serving as the Chair of the Fresno State Transportation Institute since its inception; and

WHEREAS, Tony implemented many projects and programs that improved air quality, advanced mobility for people and goods, as well as advancing sustainable planning practices for the Fresno region and the entire San Joaquin Valley; and

WHEREAS, Tony is deserving of a well-earned retirement to enjoy his hobbies and his family.

NOW THEREFORE, BE IT RESOLVED, that the Kerman City Council hereby extends their congratulations to Tony Boren on his retirement, with appreciation for his dedication and service to Fresno County.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 13th day of December 2023.

Maria Pacheco
Mayor



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, November 8, 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 - **6:05 p.m.**
- C. Roll Call

PRESENT: Mayor Maria Pacheco, Council Member Gary Yep, Council Member Ismael Herrera

ABSENT: Council Member Jennifer Coleman, Mayor Pro Tem Bill Nijjer

- D. Invocation - **Yokuts Nation**
- E. Pledge of Allegiance – **Performed**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion made by Council Member Yep, Seconded by Council Member Herrera. Voting Yea: Mayor Pacheco, Council Member Yep, Council Member Herrera

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Native American Heritage Month (MP) – **Presented**
- B. Land Acknowledgement of California Santa Rosa Rancheria Yokuts Nation (MP) – **Presented**
- C. Introduction of Jesus Gonzalez, City Engineer, Yamabe & Horn (JJ) – **Presented**

4. REQUEST TO ADDRESS COUNCIL – None

5. CONSENT CALENDAR

Motion made by Council Member Yep, Seconded by Council Member Herrera. Voting Yea: Mayor Pacheco, Council Member Yep, Council Member Herrera

- A. **SUBJECT:** Minutes - October 25, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll (JA)

10/1/23 – 10/14/23: \$187,006.12; Retro Pay & Other: \$4,312.56; Overtime: \$9,842.83;
Standby: \$1,916.42; Comp Time Earned: 133.01

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 27869-27956 \$593,548.77 ACH \$87,421.25

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

D. SUBJECT: Monthly Investment Report (JA)

RECOMMENDATION: Council accept monthly investment report as presented.

E. SUBJECT: Resolution Accepting the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031) and authorizing the City Engineer to record the Notice of Completion. **Res 23-88**

F. SUBJECT: Resolution Accepting the Vineland Avenue Rehabilitation, Federal Project No. STPL-5291(029) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Vineland Avenue Rehabilitation, Federal Project No. STPL-5291(029) and authorizing the City Engineer to record the Notice of Completion. **Res 23-89**

G. SUBJECT: Resolution Accepting the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) and authorizing the City Engineer to record the Notice of Completion. **Res 23-90**

H. SUBJECT: Consideration of Deed Restriction for the Kerman Northwest Park (JG)

RECOMMENDATION: Council by motion adopt the resolution approving the Deed Restriction for the Kerman Northwest Park as Required by the 2018 Parks Bond Act Per Capita Grant Program and authorize the City Manager to execute same. **Res 23-91**

- I. **SUBJECT:** Approval of Submission of Funding Applications for Federal Surface Transportation Block Grant Program and Resolution Supporting and Implementing AB 1012 "Timely Use of Funds" (JG)

RECOMMENDATION: Council by motion adopt resolution supporting and implementing AB 1012 "Timely Use of Funds". **Res 23-92**

- J. **SUBJECT:** Amendment to Agriculture Lease Agreement Between the City of Kerman and Earl L. Giacolini and Janice E. Giacolini (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Amendment No. 1 to Agriculture Lease Agreement between the City of Kerman and Earl L. Giacolini and Janice E. Giacolini (9.3 acres) **Res 23-93**

6. **PUBLIC HEARINGS - None**

7. **DEPARTMENT REPORTS**

- A. **SUBJECT:** Award of Contract for Public Works Building Roof Replacement and Approval of Budget Amendment (TJ)

RECOMMENDATION: Council by motion adopt the following:

1. Resolution approving budget amendment appropriating funds for the Public Works Building Roof Replacement; and
2. Resolution awarding the contract to Garland/DBS Inc. for the Public Works Roof Replacement in the amount of \$79,981 and authorize the City Manager to sign the contract.

Motion made by Council Member Herrera, Seconded by Council Member Yep. Voting Yea: Mayor Pacheco, Council Member Yep, Council Member Herrera

8. **CITY MANAGER/STAFF COMMUNICATIONS**

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

10. **CLOSED SESSION - None**

11. **ADJOURNMENT - 7:11 p.m.**

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: November 9, 2023


Marci Reyes, City Clerk



KERMAN CITY COUNCIL SPECIAL CALLED MEETING MINUTES

Wednesday, November 29, 2023 at 4:30 PM

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

1. OPENING CEREMONIES

- A. Welcome – Mayor
- B. Call to Order **4:30 p.m.**
- C. Roll Call

All present except Council Member Ismael Herrera.

- D. Invocation - **A moment of silence was observed.**
- 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

3. PRESENTATIONS/CEREMONIAL MATTERS - None.

4. REQUEST TO ADDRESS COUNCIL - None.

5. PUBLIC HEARINGS - None.

6. DEPARTMENT REPORTS

- A. **SUBJECT:** Consideration of Exception 11 to Preliminary Title Report Relating to Purchase Sale Agreement for APN's 023-207-09, 023-20414SU, and 023-204-16SU (known Sebastian Property) for New Police Department (JAJ)

RECOMMENDATION: It is recommended that Council:

Adopt proposed resolution approving First Amendment to Purchase Sale Agreement and Joint Escrow Instructions with Barcus Family Limited Partnership, a California Limited Partnership and S&K Moran Family Limited Partnership, a California Limited Partnership Relating to Exception 11 in Preliminary Title Report; or

Adopt the proposed resolution with additional requirements; or

Take alternative action to address Exception 11. **Res 23-94**

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

- B. SUBJECT:** Resolution Approving Short Term Lease with Kerman Telephone Company for 15061 W. C Street, APN 023-204-16SU

RECOMMENDATION: Council by motion adopt resolution approving short term lease agreement with Kerman Telephone Company for 15061 W. C Street, APN 023-204-16SU, Kerman, CA.

Motion made to remove Item 4.B.

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

7. CITY MANAGER/STAFF COMMUNICATIONS

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

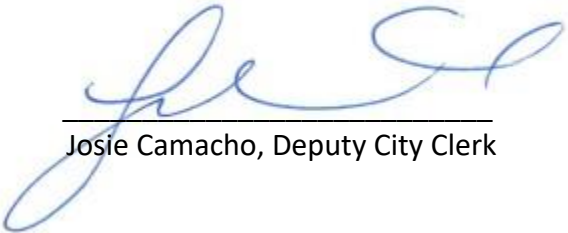
9. CLOSED SESSION - None.

10. ADJOURNMENT - 5:16 p.m.

AGENDA POSTING CERTIFICATION

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

Date: November 30, 2023



Josie Camacho, Deputy City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 15, 2023 - October 28, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS	COMP TIME
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	SALARY	EARNED
ADMINISTRATION										
Alvarez, Josefina	\$ 3,748.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,748.31	0.00
Camacho, Josie	\$ 2,576.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,576.92	0.00
Cheema, Akayla	\$ 2,663.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,663.08	1.50
Garcia, Alex	\$ 1,530.15	\$ -	0.33	\$ 9.16	0.00	\$ -	0.00	\$ -	\$ 1,539.31	0.38
Gonzalez, Diana	\$ 3,641.16	\$ 897.79	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,538.95	0.00
Jansons, John	\$ 7,012.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 7,012.54	0.00
Leon, Ulysa	\$ 1,530.15	\$ -	0.13	\$ 3.61	0.00	\$ -	0.00	\$ -	\$ 1,533.76	0.00
Linares, Vanessa	\$ 1,793.69	\$ -	3.08	\$ 99.83	0.00	\$ -	0.00	\$ -	\$ 1,893.52	0.00
Lopez, Jacqueline	\$ 2,386.77	\$ -	5.08	\$ 222.58	0.00	\$ -	0.00	\$ -	\$ 2,609.35	0.00
Mendoza Hernandez, Ariana	\$ 1,972.77	\$ -	0.25	\$ 9.01	0.00	\$ -	0.00	\$ -	\$ 1,981.78	0.00
Reyes, Marcia	\$ 3,853.38	\$3,853.38	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 7,706.77	0.00
Sandoval, Veronica	\$ 1,759.40	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,759.40	2.25
TOTAL	\$34,468.33	\$4,751.17	8.87	\$ 344.18	0.00	\$ -	0.00	\$ -	\$ 39,563.69	4.13
REC/SOCIAL										
Acosta-Parra, Melany	\$ 197.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 197.63	0.00
Aguilar, Corina	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Arredondo, Raquel	\$ 488.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 488.00	0.00
Bankston, Jacob	\$ 162.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 162.75	12.38
Barrett, Shannon	\$ 1,720.15	\$ -	0.50	\$ 16.13	0.00	\$ -	0.00	\$ -	\$ 1,736.28	0.00
Beltran, Isabelle	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Brar, Manreet	\$ 201.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 201.50	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.00
Chouhan, Arnoop	\$ 116.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 116.25	0.00
Chouhan, Gurnoor	\$ 116.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 116.25	0.00
Cruz Paramo, Xitlali	\$ 85.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 85.25	0.00
Escamilla, Paloma	\$ 85.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 85.25	0.00
Flores, Haley	\$ 1,806.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,806.00	0.00
Garcia, Anthony	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Gonzalez Corrales, Aleena	\$ 139.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 139.50	0.00
Hurlbert, Ronald	\$ 348.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 348.75	0.00
Jauriqui, Jose	\$ 594.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 594.00	0.00
Johnson, Theresa	\$ 3,343.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,343.54	0.00
Leon Morales, Yesenia	\$ 589.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 589.00	0.00
Lemm, Kylie	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Daniela	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Joshua	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Miguelangel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lujan, Vanessa	\$ 323.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 323.00	0.00
Martinez, Aylah	\$ 631.13	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 631.13	0.00
Martinez, Jeness	\$ 155.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 155.00	0.00
Naranjo, Alexander	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Nazaroff, Rebekah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Negrete, Dean	\$ 1,626.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,626.00	0.00
Pena, Alexis	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Pena, Mercedes	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Sidhu, Nirmal	\$ 2,106.14	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,106.14	0.00
Silva, Jessica	\$ 286.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 286.75	0.00
Tovar, Jessica	\$ 503.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 503.75	0.00
Villarreal, Arlene	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
TOTAL	\$25,265.09	\$ -	0.50	\$ 16.13	0.00	\$ -	##	0.00	\$ 25,281.21	12.38
POLICE										
Antuna, Miguel	\$ 2,781.91	\$ -	16.50	\$ 819.67	0.00	\$ -	0.00	\$ -	\$ 3,601.58	0.00
Arciga, Jose	\$ 2,878.88	\$ -	41.00	\$ 2,089.45	0.00	\$ -	0.00	\$ -	\$ 4,968.32	0.00
Barbosa, Isaias	\$ 3,000.10	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,000.10	0.00
Barcoma, Wilbert	\$ 4,441.35	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,441.35	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 15, 2023 - October 28, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Barra, Brenden	\$ 2,277.26	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,277.26	2.63
Belding, Jeff	\$ 3,789.47	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,789.47	0.00
Castro, Jaclynn	\$ 2,234.87	\$ -	6.50	\$ 252.15	0.00	\$ -	0.00	\$ -	\$ 2,487.02	0.00
Chapman, Tom	\$ 3,822.25	\$ -	3.50	\$ 238.23	0.00	\$ -	0.00	\$ -	\$ 4,060.48	0.00
Clark, Patrick	\$ 2,637.06	\$ -	12.00	\$ 565.08	0.00	\$ -	0.00	\$ -	\$ 3,202.14	0.00
Coronado, Krystal	\$ 2,068.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,068.77	0.00
Cubillos, Munique	\$ 614.13	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 614.13	0.00
Cubillos, Theresa	\$ 3,061.12	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,061.12	6.75
Garcia, Andrew	\$ 2,119.38	\$ -	14.00	\$ 529.85	0.00	\$ -	0.00	\$ -	\$ 2,649.23	0.00
Gempis, Danzel	\$ 2,018.31	\$ 97.43	16.00	\$ 576.66	0.00	\$ -	8.00	\$ 48.05	\$ 2,740.45	0.00
Gutierrez, Gloria	\$ 1,160.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,160.62	0.00
Gutierrez, Luis	\$ 2,043.31	\$ -	1.75	\$ 63.07	0.00	\$ -	0.00	\$ -	\$ 2,106.38	0.00
Inthasone, Bryant	\$ 2,018.31	\$ -	25.86	\$ 921.69	0.00	\$ -	0.00	\$ -	\$ 2,940.00	0.00
Irazoqui, Mario	\$ -	\$ 1,224.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,224.50	0.00
Lopez, Matt	\$ 1,020.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,020.00	0.00
Lozano, Daniel	\$ 1,636.95	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,636.95	0.00
Lozano, Patricia	\$ 1,353.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,353.23	0.00
Mendoza, Sandra	\$ 3,160.64	\$ -	7.50	\$ 419.95	0.00	\$ -	0.00	\$ -	\$ 3,580.59	0.00
Roth, Adriana	\$ 2,131.27	\$ -	18.59	\$ 679.49	0.00	\$ -	0.00	\$ -	\$ 2,810.76	0.00
Ruiz, Jose	\$ 2,131.27	\$ -	34.00	\$ 1,256.04	0.00	\$ -	0.00	\$ -	\$ 3,387.31	0.00
Vasquez, Francisco	\$ 2,093.77	\$ 104.55	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,198.32	3.00
Velez, Bernice	\$ 1,771.20	\$ 177.56	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,948.76	0.00
Wilkins, Steve	\$ 5,062.76	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,062.76	0.00
TOTAL:	\$63,328.18	\$1,604.04	\$197.20	\$ 8,411.33	\$ -	\$ -	\$8.00	\$ 48.05	\$ 73,391.61	\$ 12.38

PUBLIC WORKS

Arrellano, Antonio	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Castro, Joseph	\$ 3,033.21	\$3,133.21	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 6,166.42	0.00
Cervantes, Pedro	\$ 1,322.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,322.25	0.00
Cruz Villalobos, Eulises	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,794.80	\$ -	2.00	\$ 65.43	0.00	\$ -	0.00	\$ -	\$ 1,860.23	0.00
Garcia Pina, Gilberto	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Gastelum, Humberto	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Guizar, Jesus	\$ 1,338.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,338.00	0.00
Gutierrez Olivarez, Norberto	\$ 1,548.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,548.92	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	14.00	\$ 515.51	0.00	\$ -	32.00	\$ 717.23	\$ 3,075.82	0.00
Isaak, Denise	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
Jimenez, Gabriela	\$ 1,598.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,598.92	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	10.13
Lopez, Josue	\$ 1,837.54	\$ -	48.25	\$ 1,692.58	0.00	\$ -	32.00	\$ 715.02	\$ 4,245.13	0.00
Morales, Andres	\$ 1,757.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.69	0.00
Ortiz, Carlos	\$ 1,960.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,960.31	0.00
Perez, Ruben Lopez	\$ 1,819.38	\$ -	2.00	\$ 68.23	0.00	\$ -	0.00	\$ -	\$ 1,887.61	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,707.51	0.00
Rivera, Hector	\$ 970.05	\$ 142.68	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,112.73	0.00
Ruelas, Carlos	\$ 451.58	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 451.58	0.00
Sanchez, Daniel	\$ 2,694.55	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,694.55	1.50
Sanchez, Joseph	\$ 970.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 970.05	0.00
Soto, Samuel	\$ 50.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 50.00	0.00
Tinoco, Alfonso	\$ 2,514.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,514.62	3.00
Valdivia, Blanco	\$ 1,676.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,676.00	1.50
TOTAL	\$51,231.76	\$3,275.89	66.25	\$ 2,341.74	0.00	\$ -	64.00	\$1,432.25	\$ 58,281.63	16.13

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	0.00
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CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 15, 2023 - October 28, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Campos, Manuel	\$ 1,982.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,982.00	0.00
Meza, Isela	\$ 912.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 912.00	0.00
Orozco, Jesus	\$ 3,763.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,763.92	0.00
Padilla, Ruth	\$ 2,183.08	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 2,183.08	0.00
TOTAL	\$11,305.77	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 11,305.77	0.00

PLANNING

Bandy, R \$ -
Molloy, Cory \$ -
Nehring, K \$ -
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
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GRAND TOTAL:

\$186,224.12	\$9,631.10	272.82	\$11,113.38	0.00	\$0.00		73.00	\$1,480.30	\$208,448.91	45.00
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CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

PAY PERIOD: October 29, 2023 - November 11, 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	\$ 3,748.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,748.31	0.00
Camacho, Josie	\$ 2,576.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,576.92	0.00
Cheema, Akayla	\$ 2,663.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,663.08	3.00
Garcia, Alex	\$ 1,530.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,530.15	0.78
Gonzalez, Diana	\$ 3,641.16	\$ 897.79	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,538.95	0.00
Jansons, John	\$ 7,012.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 7,012.54	0.00
Leon, Ulysa	\$ 1,530.15	\$ -	0.49	\$ 13.60	0.00	\$ -	0.00	\$ -	\$ 1,543.75	0.00
Linares, Vanessa	\$ 1,793.69	\$ -	1.54	\$ 49.91	0.00	\$ -	0.00	\$ -	\$ 1,843.61	0.00
Lopez, Jacqueline	\$ 2,386.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,386.77	0.00
Mendoza Hernandez, Ariana	\$ 1,972.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,972.77	1.13
Reyes, Marcia	\$ 3,853.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,853.38	0.00
Sandoval, Veronica	\$ 1,759.40	\$ -	0.00	\$ 4.91	0.00	\$ -	0.00	\$ -	\$ 1,764.31	1.50
TOTAL	\$34,468.33	\$ 897.79	2.03	\$ 68.43	0.00	\$ -	0.00	\$ -	\$ 35,434.55	6.41
<u>REC/SOCIAL</u>										
Acosta-Parra, Melany	\$ 38.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 38.75	0.00
Aguilar, Corina	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Arredondo, Raquel	\$ 80.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 80.00	0.00
Bankston, Jacob	\$ 135.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 135.63	21.75
Barrett, Shannon	\$ 1,720.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,720.15	0.00
Beltran, Isabelle	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Brar, Manreet	\$ 77.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 77.50	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.00
Chouhan, Arnoop	\$ 38.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 38.75	0.00
Chouhan, Gurnoor	\$ 38.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 38.75	0.00
Cruz Paramo, Xitlali	\$ 38.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 38.75	0.00
Escamilla, Paloma	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Flores, Haley	\$ 1,806.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,806.00	0.00
Garcia, Anthony	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Gonzalez Corrales, Aleena	\$ 77.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 77.50	0.00
Hurlbert, Ronald	\$ 488.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 488.25	0.00
Jauriqui, Jose	\$ 594.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 594.00	0.00
Johnson, Theresa	\$ 3,343.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,343.54	0.00
Leon Morales, Yesenia	\$ 573.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 573.50	0.00
Lemm, Kylie	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Daniela	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Joshua	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Miguelangel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lujan, Vanessa	\$ 272.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 272.00	0.00
Martinez, Aylah	\$ 519.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 519.75	0.00
Martinez, Jeness	\$ 46.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 46.50	0.00
Naranjo, Alexander	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Nazaroff, Rebekah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Negrete, Dean	\$ 1,626.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,626.00	0.00
Pena, Alexis	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Pena, Mercedes	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Sidhu, Nirmal	\$ 2,106.14	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,106.14	0.00
Silva, Jessica	\$ 499.88	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 499.88	0.00
Tovar, Jessica	\$ 77.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 77.50	0.00
Villarreal, Arlene	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	1.88
TOTAL	\$23,838.34	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 23,838.34	23.63
<u>POLICE</u>										
Antuna, Miguel	\$ 2,781.91	\$ -	22.00	\$1,092.89	0.00	\$ -	0.00	\$ -	\$ 3,874.81	0.00
Arciga, Jose	\$ 2,878.88	\$ -	12.00	\$ 611.55	12.00	\$ 203.85	0.00	\$ -	\$ 3,694.27	1.50

CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

PAY PERIOD: October 29, 2023 - November 11, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Barbosa, Isaias	\$ 3,000.10	\$ -	3.00	\$ 159.38	0.00	\$ -	0.00	\$ -	\$ 3,159.49	2.25
Barcoma, Wilbert	\$ 4,441.35	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,441.35	0.00
Barra, Brenden	\$ 2,277.26	\$ -	0.00	\$ -	12.00	\$ 158.20	8.00	\$ 52.73	\$ 2,488.19	16.50
Belding, Jeff	\$ 3,789.47	\$ -	13.50	\$ 1,165.68	0.00	\$ -	0.00	\$ -	\$ 4,954.15	0.00
Castro, Jaclynn	\$ 2,234.87	\$ -	6.00	\$ 232.75	0.00	\$ -	0.00	\$ -	\$ 2,467.62	0.00
Chapman, Tom	\$ 3,874.18	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,874.18	0.00
Clark, Patrick	\$ 2,637.06	\$ -	19.50	\$ 918.26	0.00	\$ -	0.00	\$ -	\$ 3,555.32	0.00
Coronado, Krystal - Final Check	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Cubillos, Munique	\$ 1,901.27	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,901.27	0.00
Cubillos, Theresa	\$ 2,833.43	\$ -	8.00	\$ 404.78	0.00	\$ -	0.00	\$ -	\$ 3,238.21	0.00
Farr, Jonathan	\$ 984.00	\$ -	0.00	\$ -	12.00	\$ 151.38	2.00	\$ 12.62	\$ 1,148.00	0.00
Garcia, Andrew	\$ 2,119.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,119.38	0.00
Gempis, Danzel	\$ 2,018.31	\$ -	0.00	\$ -	12.00	\$ 144.16	0.00	\$ -	\$ 2,162.47	0.00
Gutierrez, Gloria	\$ 2,296.24	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,296.24	0.00
Gutierrez, Luis	\$ 2,043.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,043.31	0.00
Inthasone, Bryant	\$ 2,018.31	\$ -	6.50	\$ 234.27	0.00	\$ -	0.00	\$ -	\$ 2,252.58	0.00
Irazoqui, Mario	\$ 1,224.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,224.50	0.00
Lopez, Matt	\$ 977.50	\$ -	0.00	\$ -	0.00	\$ -	7.00	\$ 37.19	\$ 1,014.69	0.00
Lozano, Daniel	\$ 1,636.95	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,636.95	0.00
Lozano, Patricia	\$ 1,353.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,353.23	0.00
Mendoza, Sandra	\$ 3,160.64	\$ -	0.00	\$ -	8.00	\$ 149.32	0.00	\$ -	\$ 3,309.95	0.00
Ramirez, Victoria	\$ 690.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 690.15	0.00
Roth, Adriana	\$ 2,131.27	\$ -	0.00	\$ -	12.00	\$ 147.77	0.00	\$ -	\$ 2,279.04	0.00
Ruiz, Jose	\$ 2,131.27	\$ -	9.00	\$ 381.74	12.00	\$ 147.77	3.00	\$ 18.47	\$ 2,679.24	1.50
Vasquez, Francisco	\$ 2,093.77	\$ -	0.00	\$ -	12.00	\$ 147.77	0.00	\$ -	\$ 2,241.54	0.00
Velez, Bernice	\$ 1,771.20	\$ -	7.50	\$ 249.08	0.00	\$ -	0.00	\$ -	\$ 2,020.28	0.00
Wilkins, Steve	\$ 5,062.76	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,062.76	0.00
TOTAL:	\$66,362.60	\$ -	\$107.00	\$5,449.37	\$92.00	\$1,250.22	\$20.00	\$ 121.01	\$ 73,183.15	\$ 21.75

PUBLIC WORKS

Arrellano, Antonio	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,525.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,525.08	0.00
Cruz Villalobos, Eulises	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,794.80	\$ -	4.00	\$ 130.86	0.00	\$ -	0.00	\$ -	\$ 1,925.66	0.00
Garcia Pina, Gilberto	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Gastelum, Humberto	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Guizar, Jesus	\$ 1,170.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,170.75	0.00
Gutierrez Olivarez, Norberto	\$ 1,548.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,548.92	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	2.50	\$ 84.05	0.00	\$ -	0.00	\$ -	\$ 1,927.13	0.00
Isaak, Denise	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
Jimenez, Gabriela	\$ 1,598.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,598.92	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	0.00
Lopez, Josue	\$ 1,837.54	\$ -	6.00	\$ 234.61	0.00	\$ -	0.00	\$ -	\$ 2,072.15	0.00
Morales, Andres	\$ 1,757.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.69	0.00
Ortiz, Carlos	\$ 1,960.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,960.31	0.00
Perez, Ruben Lopez	\$ 1,819.38	\$ -	1.00	\$ 34.11	0.00	\$ -	0.00	\$ -	\$ 1,853.50	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	2.00	\$ 101.53	0.00	\$ -	0.00	\$ -	\$ 2,809.05	0.00
Rivera, Hector	\$ 970.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 970.05	0.00
Ruelas, Carlos	\$ 752.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 752.63	0.00
Sanchez, Daniel	\$ 2,694.55	\$ -	20.00	\$ 1,140.46	0.00	\$ -	33.00	\$ 1,090.88	\$ 4,925.88	0.00
Sanchez, Joseph	\$ 970.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 970.05	0.00
Soto, Samuel	\$ 50.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 50.00	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

PAY PERIOD: October 29, 2023 - November 11, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Tinoco, Alfonso	\$ 2,514.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,514.62	0.00
Valdivia, Blanco	\$ 1,676.00	\$ -	67.00	\$2,271.32	0.00	\$ -	33.00	\$ 670.73	\$ 4,618.04	0.00
TOTAL	\$51,568.38	\$ -	102.50	\$3,996.95	0.00	\$ -	66.00	\$1,761.60	\$ 57,326.93	0.00

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	0.00
Campos, Manuel	\$ 1,982.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,982.00	0.00
Meza, Isela	\$ 896.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 896.00	0.00
Orozco, Jesus	\$ 3,763.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,763.92	0.00
Padilla, Ruth	\$ 2,183.08	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 2,183.08	0.00
TOTAL	\$11,289.77	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 11,289.77	0.00

PLANNING

Bandy, R	\$ -
Molloy, Cory	\$ -
Nehring, K	\$ -
Nunez, M	\$ -
Felker, R	\$ -
Bishop, S	\$ -
Villar, V	\$ -

COUNCIL

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

	Total	\$ -		Total				\$ 375.00		
GRAND TOTAL:	\$186,677.87	\$2,122.29	211.53	\$9,514.75	92.00	\$1,250.22	87.00	\$1,882.61	\$201,447.74	51.78

Accounts Payable

Checks by Date - Summary by Check Date

User: vsandoval
 Printed: 12/1/2023 3:46 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
27959	12497	PEPES TOWING SERVICE	11/01/2023	3,095.00
Total for 11/1/2023:				3,095.00
27960	10014	ADMINISTRATIVE SOLUTIONS INC	11/02/2023	12,322.50
27961	10017	ADVANCED FLOW MEASUREMENT	11/02/2023	1,500.00
27962	10021	ALERT O LITE	11/02/2023	52.64
27963	12257	AMERITAS LIFE INSURANCE CORP	11/02/2023	2,452.05
27964	12489	JOSE ARCIGA	11/02/2023	114.00
27965	11355	BADGER METER	11/02/2023	233.52
27966	10545	WILBERT BARCOMA	11/02/2023	206.98
27967	12382	SHANNON BARRETT	11/02/2023	57.00
27968	12348	BRADY INDUSTRIES	11/02/2023	69.25
27969	10064	CAL VALLEY PRINTING	11/02/2023	331.25
27970	11874	CSG CONSULTANTS INC	11/02/2023	17,746.00
27971	10128	DEPARTMENT OF JUSTICE	11/02/2023	105.00
27972	10137	DMV REGISTRATION	11/02/2023	10.00
27973	11832	EPIC BUSINESS ESSENTIALS LLC	11/02/2023	105.10
27974	10151	EWING IRRIGATION PRODUCTS	11/02/2023	73.96
27975	12495	ROBERTO MARTINEZ FUENTE DE VIE	11/02/2023	150.00
27976	11358	GREAT AMERICA FINANCIAL SERVICE	11/02/2023	441.45
27977	12496	HOLLOWAY CONSTRUCTION INC	11/02/2023	950.00
27978	10514	ICAD INC	11/02/2023	3,915.00
27979	12211	IHEARTMEDIA	11/02/2023	600.00
27980	10231	KERMAN AUTO TECH AND SMOG	11/02/2023	745.00
27981	10239	KERWEST INC	11/02/2023	220.00
27982	10251	LIGHTHOUSE ELECTRIC INC	11/02/2023	2,855.01
27983	11746	LINE X OF CLOVIS	11/02/2023	1,851.32
27984	10771	MIRACLE RECREATION EQUIPMENT	11/02/2023	817.24
27985	12058	NAVIA CLIENT PAY LOCKBOX	11/02/2023	145.00
27986	12356	NOTORIOUS GRAFIX	11/02/2023	227.54
27987	10282	OFFICE DEPOT	11/02/2023	65.37
27988	10289	P.G.& E.	11/02/2023	5,391.48
27989	10305	PITNEY BOWES BANK INC PURCHASI	11/02/2023	3,678.02
27990	12486	QUINN CAT RENTAL STORE	11/02/2023	3,087.68
27991	10316	R G EQUIPMENT OF FRESNO INC	11/02/2023	206.00
27992	12494	SENTINEL DEFENSE LLC	11/02/2023	550.00
27993	10862	SIGNMAX	11/02/2023	113.94
27994	10337	SLUMBERGER LUMBER	11/02/2023	1,086.99
27995	12054	SPARKLETTS	11/02/2023	88.39
27996	12368	SPECIALTY HOSE EXPRESS LLC	11/02/2023	220.37
27997	10348	STATE WATER RESOURCES CNTL BOA	11/02/2023	230.00
27998	11460	SUPERIOR POOL PRODUCTS LLC	11/02/2023	668.34
27999	10754	THE HOME DEPOT PRO-SUPPLY WOR	11/02/2023	72.44
28000	11502	TIREHUB LLC	11/02/2023	424.69
28001	10371	TJ LAW & ASSOCIATES INVESTIGAT	11/02/2023	700.00
28002	10391	VALLEY FARM SUPPLY STORES	11/02/2023	3,068.08

				Section 5, Item D.
Check No	Vendor No	Vendor Name	Check Date	
28003	10401	WALLYS TIRE AND WHEEL	11/02/2023	466.86
28005	UB*01750	LORENZO AREVALO	11/02/2023	76.54
28006	UB*01757	CENTURY COMMUNITIES	11/02/2023	34.99
28007	UB*01756	HARJINDER DHILLON	11/02/2023	59.62
28008	UB*01749	VICTOR & ADELA DIAZ	11/02/2023	247.33
28009	UB*01747	IDEAL FURNITURE	11/02/2023	540.00
28011	UB*01755	KELLIE & NEAL MCREE	11/02/2023	24.55
28012	UB*01754	ARACELI NAVARRO SANTOYO	11/02/2023	123.33
28013	UB*01753	ANNA PLACENCIA	11/02/2023	39.33
28014	UB*01752	OTTO RICE	11/02/2023	57.87
28015	UB*01751	ORALENE SMITH	11/02/2023	60.28
Total for 11/2/2023:				69,679.30
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	11/03/2023	7,088.37
ACH	10517	FEDERAL TAXES PAYROLL	11/03/2023	47,503.42
ACH	10518	KERMAN POLICE OFFICERS ASSN	11/03/2023	680.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	11/03/2023	187.50
ACH	10520	ICMA-RC	11/03/2023	1,524.40
Total for 11/3/2023:				56,984.19
ACH	10522	CALPERS	11/07/2023	31,337.09
Total for 11/7/2023:				31,337.09
28016	11525	ADOLPHS A-1 TREE SERVICE	11/09/2023	4,200.00
28017	10021	ALERT O LITE	11/09/2023	267.88
28018	10617	C A REDING CO INC	11/09/2023	145.79
28019	12358	CAL VALLEY CONSTRUCTION INC	11/09/2023	15,414.97
28020	10064	CAL VALLEY PRINTING	11/09/2023	281.45
28021	12498	CALIFORNIA ASSOCIATION OF CODE	11/09/2023	100.00
28022	10452	CITY OF FRESNO WMD	11/09/2023	136.00
28023	10105	COMMUNITY HOSPITALS OF CENTRA	11/09/2023	350.00
28024	10106	CON EDISON CLEAN ENERGY	11/09/2023	13,227.36
28025	10114	CROWN SHORT LOAD CONCRETE	11/09/2023	708.34
28026	10129	DEPARTMENT OF PESTICIDE REG	11/09/2023	50.00
28027	10144	ELBERT DISTRIBUTING INC	11/09/2023	469.27
28028	10731	EMMETT VALLEY CONTRUCTION INC	11/09/2023	6,574.56
28029	10151	EWING IRRIGATION PRODUCTS	11/09/2023	1,762.15
28030	10154	FASTENAL COMPANY	11/09/2023	61.76
28031	10157	FERGUSON ENTERPRISES INC	11/09/2023	3,758.47
28032	11550	FRESNO COUNTY SHERIFFS OFFICE -	11/09/2023	274.00
28033	10188	GRAYBAR ELECTRONIC CO	11/09/2023	1,592.49
28034	11358	GREAT AMERICA FINANCIAL SERVICI	11/09/2023	449.40
28035	10514	ICAD INC	11/09/2023	20,169.45
28036	10265	MONTOY LAW CORPORATION	11/09/2023	6,147.50
28037	10282	OFFICE DEPOT	11/09/2023	362.90
28038	10286	O'REILLY AUTOMOTIVE INC	11/09/2023	2,998.36
28039	10289	P.G.& E.	11/09/2023	5,368.47
28040	10301	PETTY CASH	11/09/2023	231.06
28041	10305	PITNEY BOWES BANK INC PURCHASI	11/09/2023	310.87
28042	12026	PRECISION CIVIL ENGINEERING INC	11/09/2023	195.00
28043	10316	R G EQUIPMENT OF FRESNO INC	11/09/2023	128.61
28044	10596	RED WING BUSINESS ADVANTAGE AC	11/09/2023	419.04
28045	10319	RENO'S HARDWARE	11/09/2023	864.89

				Section 5, Item D.
Check No	Vendor No	Vendor Name	Check Date	
28046	10324	RIVERSIDE NURSERY & LANDSCAPE	11/09/2023	371.22
28047	12499	SANCHEZ EXPRESS 1957	11/09/2023	1,365.00
28048	11506	SCA OF CA LLC	11/09/2023	9,115.00
28049	10862	SIGNMAX	11/09/2023	372.61
28050	10337	SLUMBERGER LUMBER	11/09/2023	2,402.47
28051	12368	SPECIALTY HOSE EXPRESS LLC	11/09/2023	20.38
28052	11460	SUPERIOR POOL PRODUCTS LLC	11/09/2023	1,139.34
28053	10371	TJ LAW & ASSOCIATES INVESTIGAT	11/09/2023	700.00
28054	10168	UNITY IT	11/09/2023	4,840.19
28055	10387	USA BLUE BOOK	11/09/2023	550.54
28056	12290	VERIZON	11/09/2023	2,046.60
28057	10406	WEST HILLS OIL INC	11/09/2023	2,189.63
28058	12057	WLC ARCHITECTS	11/09/2023	14,500.00
Total for 11/9/2023:				126,633.02
28059	10281	NORTH CENTRAL FIRE PROT DIST	11/15/2023	741.00
28060	10040	AT&T MOBILITY	11/15/2023	1,867.67
28061	10504	AUTOZONE	11/15/2023	223.39
28062	10271	AVENU INSIGHTS & ANALYTICS	11/15/2023	525.00
28063	10064	CAL VALLEY PRINTING	11/15/2023	723.65
28064	10107	CONSOLIDATED ELECTRICAL DISTRI	11/15/2023	3,345.50
28065	11382	DATA TICKET INC	11/15/2023	261.88
28066	10139	DOOLEY ENTERPRISES INC	11/15/2023	1,854.54
28067	10619	EDD	11/15/2023	2,680.00
28068	11188	FUTURE FORD	11/15/2023	277.50
28069	11358	GREAT AMERICA FINANCIAL SERVICI	11/15/2023	187.44
28070	10204	IDTS INC	11/15/2023	207.00
28071	11445	LECHOWICZ + TSENG MUNICIPAL CO	11/15/2023	4,267.99
28072	10251	LIGHTHOUSE ELECTRIC INC	11/15/2023	3,673.56
28073	10678	MAC'S EQUIPMENT INC	11/15/2023	948.11
28074	10260	METRO UNIFORM & ACCESSORIES	11/15/2023	1,020.58
28075	10261	MID VALLEY DISPOSAL INC	11/15/2023	143,840.51
28076	11965	MISSION UNIFORM SERVICE	11/15/2023	2,488.67
28077	10282	OFFICE DEPOT	11/15/2023	1,321.21
28078	10289	P.G.& E.	11/15/2023	3,030.07
28079	12026	PRECISION CIVIL ENGINEERING INC	11/15/2023	4,140.00
28080	11006	RIGHT NOW PHLEBOTOMY	11/15/2023	125.00
28081	10324	RIVERSIDE NURSERY & LANDSCAPE	11/15/2023	639.43
28082	11714	ROD CARSEY	11/15/2023	5,005.95
28083	11907	SPRINGBROOK HOLDING COMPANY I	11/15/2023	1,473.00
28084	11467	VIDEO INSPECTION SPECIALISTS INC	11/15/2023	1,625.00
Total for 11/15/2023:				186,493.65
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	11/17/2023	6,221.37
ACH	10517	FEDERAL TAXES PAYROLL	11/17/2023	43,825.03
ACH	10518	KERMAN POLICE OFFICERS ASSN	11/17/2023	704.75
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	11/17/2023	195.00
ACH	10520	ICMA-RC	11/17/2023	4,597.08
ACH	10522	CALPERS	11/17/2023	31,181.03
28085	12431	AKAYLA CHEEMA	11/17/2023	188.69
Total for 11/17/2023:				86,912.95
ACH	10644	US BANK EQUIPMENT FINANCE	11/21/2023	710.78

				Section 5, Item D.
Check No	Vendor No	Vendor Name	Check Date	
28086	11493	24 / 7 PET VETS	11/21/2023	1,301.70
28087	11525	ADOLPHS A-1 TREE SERVICE	11/21/2023	1,650.00
28088	11387	LUISA AGUIRRE	11/21/2023	381.50
28089	12257	AMERITAS LIFE INSURANCE CORP	11/21/2023	1,768.53
28090	12489	JOSE ARCIGA	11/21/2023	133.00
28091	10040	AT&T MOBILITY	11/21/2023	967.34
28092	10271	AVENU INSIGHTS & ANALYTICS	11/21/2023	22,003.60
28093	10920	JEFF BELDING	11/21/2023	133.00
28094	11917	BLAIS & ASSOCIATES LLC	11/21/2023	4,156.50
28095	10054	BLUE SHIELD OF CALIFORNIA	11/21/2023	48,842.58
28096	12348	BRADY INDUSTRIES	11/21/2023	524.78
28097	12075	RHONDA BREWER	11/21/2023	210.00
28098	12483	BUSTAMANTE PRODUCE	11/21/2023	20.00
28099	10617	C A REDING CO INC	11/21/2023	115.29
28100	11633	FAVIOLA CARDENAS	11/21/2023	11.00
28101	12315	CENTRAL CALIFORNIA SPCA	11/21/2023	1,124.00
28102	10092	CENTRAL VALLEY TOXICOLOGY INC	11/21/2023	91.00
28103	10452	CITY OF FRESNO WMD	11/21/2023	431.00
28104	10102	CODE PUBLISHING COMPANY	11/21/2023	423.00
28105	10103	COLONIAL LIFE	11/21/2023	604.09
28106	10104	COMCAST	11/21/2023	498.48
28107	11498	COMCAST CABLE COMMUNICATIONS	11/21/2023	728.31
28108	10826	CROWN SERVICES CORPORATION	11/21/2023	312.69
28109	10128	DEPARTMENT OF JUSTICE	11/21/2023	343.00
28110	12056	ENVIRONMENTAL CONCEPTS	11/21/2023	4,250.02
28111	12504	MIRANDA ERANDY	11/21/2023	450.00
28112	11550	FRESNO COUNTY SHERIFFS OFFICE -	11/21/2023	137.00
28113	11167	FRESNO COUNTY TAX COLLECTOR	11/21/2023	11,224.96
28114	10162	FRESNO COUNTY TREASURER	11/21/2023	22,290.18
28115	11028	FRESNO HUMANE ANIMAL SERVICES	11/21/2023	366.64
28116	10164	FRESNO IRRIGATION DISTRICT	11/21/2023	95,675.00
28117	10169	FRESNO PET CEMETERY	11/21/2023	392.50
28118	11769	DIANA GONZALEZ	11/21/2023	93.55
28119	10185	GRAINGER	11/21/2023	262.99
28120	12485	HIGHLY ADDICTIVE CANDY	11/21/2023	13.00
28121	10858	HODGE PRODUCTS	11/21/2023	738.34
28122	10201	HORIZON	11/21/2023	600.28
28123	11923	JOE A GONSALVES & SON	11/21/2023	1,250.00
28124	10233	KERMAN CHAMBER OF COMMERCE	11/21/2023	150.00
28125	10250	LIEBERT CASSIDY WHITMORE	11/21/2023	657.00
28126	12327	DIANA LOPEZ	11/21/2023	150.00
28127	11096	LOZANO SMITH LLP	11/21/2023	20.00
28128	10678	MAC'S EQUIPMENT INC	11/21/2023	5,466.55
28129	12482	MADERA QUEEN HONEY	11/21/2023	13.00
28130	12507	MARGARET MIMS	11/21/2023	510.37
28131	10266	MOORE TWINING ASSOCIATES INC	11/21/2023	40.00
28132	12501	LIZZETTE MUNOZ	11/21/2023	400.00
28133	12484	NAVARRO BOY FARMS & CRAFTS	11/21/2023	6.00
28134	12058	NAVIA CLIENT PAY LOCKBOX	11/21/2023	2,937.44
28135	10282	OFFICE DEPOT	11/21/2023	477.03
28136	11833	ORKIN	11/21/2023	116.99
28137	10289	P.G.& E.	11/21/2023	36,407.65
28138	12202	MARGARITA RODRIGUEZ	11/21/2023	400.00
28139	12503	SCHAAD FAMILY ALMONDS	11/21/2023	16.00
28140	12502	SIDE HUSTLE JAMS	11/21/2023	51.00
28141	11650	SITEONE LANDSCAPE SUPPLY COMPANY	11/21/2023	378.74
28142	12506	SITNA SOLUTIONS LLC	11/21/2023	398.00

				Section 5, Item D.
Check No	Vendor No	Vendor Name	Check Date	
28143	10337	SLUMBERGER LUMBER	11/21/2023	1,169.79
28144	10357	TAYLOR MADE IRRIGATION	11/21/2023	141.72
28145	10360	TERRY JOHNSON TRUCKING	11/21/2023	1,539.18
28146	10015	THE ADVANCE GROUP INC	11/21/2023	723.42
28147	10754	THE HOME DEPOT PRO-SUPPLY WOR	11/21/2023	857.82
28148	10381	UNITED HEALTH CENTERS	11/21/2023	450.00
28149	10377	US POST OFFICE	11/21/2023	393.12
28150	12505	SYLVIA VALDEZ	11/21/2023	150.00
28151	12178	VALLEY ANIMAL CENTER SPAY & NE	11/21/2023	160.00
28152	12290	VERIZON	11/21/2023	1,566.55
28153	10399	VETERINARY MEDICAL CENTER	11/21/2023	50.20
28154	10406	WEST HILLS OIL INC	11/21/2023	13,106.84
28155	10413	YAMABE & HORN ENGINEERING INC	11/21/2023	88,414.12
28156	12267	IRENE ZAMORA	11/21/2023	150.00
Total for 11/21/2023:				382,698.16
28157	12509	JOSEPH CASTRO	11/29/2023	105.60
28158	12213	PATRICK CLARK	11/29/2023	715.20
Total for 11/29/2023:				820.80
ACH	10644	US BANK EQUIPMENT FINANCE	11/30/2023	1,486.78
28159	11493	24 / 7 PET VETS	11/30/2023	522.45
28160	11525	ADOLPHS A-1 TREE SERVICE	11/30/2023	1,100.00
28161	12257	AMERITAS LIFE INSURANCE CORP	11/30/2023	3,195.30
28162	10617	C A REDING CO INC	11/30/2023	833.10
28163	10064	CAL VALLEY PRINTING	11/30/2023	59.27
28164	10074	CALIFORNIA PARK/RECREATION SOC	11/30/2023	170.00
28165	11916	CEDAR VETERINARY HOSPITAL INC	11/30/2023	476.17
28166	12315	CENTRAL CALIFORNIA SPCA	11/30/2023	1,188.07
28167	10564	CITY OF KERMAN	11/30/2023	596.90
28168	10103	COLONIAL LIFE	11/30/2023	566.89
28169	11342	CREATIVE SERVICES OF NEW ENGLA	11/30/2023	505.95
28170	11874	CSG CONSULTANTS INC	11/30/2023	9,545.50
28171	10133	DEPARTMENT OF TRANSPORTATION	11/30/2023	1,666.93
28172	12019	ELITE UNIFORMS	11/30/2023	790.87
28173	11398	FASTSIGNS	11/30/2023	711.19
28174	10166	FRESNO-MADERA AGENCY ON AGINC	11/30/2023	111.25
28175	12379	GILL CHEVROLET	11/30/2023	519.11
28176	11358	GREAT AMERICA FINANCIAL SERVICE	11/30/2023	375.83
28177	12187	HAMNER JEWELL & ASSOCIATES	11/30/2023	750.00
28178	10201	HORIZON	11/30/2023	718.62
28179	10230	KENT M KAWAGOE PHD	11/30/2023	650.00
28180	10239	KERWEST INC	11/30/2023	2,522.50
28181	12508	KPW COMPANY INC	11/30/2023	1,184.09
28182	10249	LEAGUE OF CALIFORNIA CITIES	11/30/2023	50.00
28183	10251	LIGHTHOUSE ELECTRIC INC	11/30/2023	3,492.50
28184	11699	LORENA OBEZO	11/30/2023	200.00
28185	10678	MAC'S EQUIPMENT INC	11/30/2023	94.90
28186	10335	MADERA FORD	11/30/2023	130.47
28187	11965	MISSION UNIFORM SERVICE	11/30/2023	1,310.61
28188	10272	MUTUAL OF OMAHA	11/30/2023	2,789.69
28189	10282	OFFICE DEPOT	11/30/2023	545.05
28190	10289	P.G.& E.	11/30/2023	4,773.49
28191	10301	PETTY CASH	11/30/2023	254.21
28192	12026	PRECISION CIVIL ENGINEERING INC	11/30/2023	45,120.00

				Section 5, Item D.
Check No	Vendor No	Vendor Name	Check Date	
28193	10316	R G EQUIPMENT OF FRESNO INC	11/30/2023	222.59
28194	10324	RIVERSIDE NURSERY & LANDSCAPE	11/30/2023	543.11
28195	12475	SAN JOAQUIN PEST CONTROL	11/30/2023	105.00
28196	11650	SITEONE LANDSCAPE SUPPLY COMP/	11/30/2023	635.01
28197	12054	SPARKLETTS	11/30/2023	88.39
28198	10378	ULINE INC	11/30/2023	406.00
28199	12178	VALLEY ANIMAL CENTER SPAY & NE	11/30/2023	129.60
28200	10399	VETERINARY MEDICAL CENTER	11/30/2023	45.00
28201	11574	ARLENE VILLAREAL	11/30/2023	150.00
Total for 11/30/2023:				91,332.39
Report Total (255 checks):				1,035,986.55

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

Section 5, Item E.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2023 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2024 Book Balance	Fair Value	Interest Paid
CD's:										
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00	(98,000.00)		-	-	-
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00	(98,000.00)		-	-	-
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00	(51,000.00)		-	-	-
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00	(96,000.00)		-	-	-
Morgan Stanley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00	(240,000.00)		-	-	3,927.45
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00	(97,000.00)		-	-	1,587.35
UBS Bank Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00	(98,000.00)		-	-	1,097.34
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	47,692.80	749.79
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00			248,000.00	244,686.72	1,937.80
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00			205,000.00	202,089.00	2,620.91
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00			245,000.00	241,219.65	-
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	241,347.05	-
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	241,347.05	-
Customers Bank Phoenixville PA	615-030525-245	4.70%	2/16/23	8/16/24	250,000.00			250,000.00	247,997.50	5,826.71
Charles Schwab Bank	615-030525-245	5.20%	3/7/23	9/16/24	250,000.00			250,000.00	249,035.00	6,553.42
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24	249,000.00			249,000.00	245,860.11	3,620.40
Morgan Stanley Private National Bank	615-030525-245	4.80%	4/20/23	10/21/24	244,000.00			244,000.00	241,935.76	5,872.04
Western Alliance Bank	615-030525-245	4.85%	4/13/23	10/21/24	244,000.00			244,000.00	241,957.72	5,933.21
Brookline Bank Mass	615-030525-245	5.30%	8/30/23	10/30/24		248,000.00		248,000.00	247,074.96	2,196.67
Morgan Stanley Bank	615-030525-245	5.20%	8/30/23	3/3/25		243,000.00		243,000.00	241,578.45	-
Bank of Wisonsin	615-030525-245	5.40%	9/27/23	4/2/25		248,000.00		248,000.00	247,020.40	-
Merrick Bank	615-030525-245	5.40%	9/27/23	4/4/25		248,000.00		248,000.00	247,017.92	-
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	231,086.40	-
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	236,052.60	-
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25	245,000.00			245,000.00	235,871.30	4,384.49
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	226,109.43	627.62
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24	500,000.00			500,000.00	492,975.00	10,000.00
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25	500,000.00			500,000.00	495,590.00	12,484.72
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26	500,000.00			500,000.00	493,600.00	12,608.33

Average Rate		3.82%								
Total CD's			5,738,000.00	209,000.00	-	5,947,000.00	5,839,144.82	82,173.53		

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2023 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2024 Book Balance	Fair Value	Interest Paid
Securities America Sweep Program										
	Beginning Balance				-			-		
	Transfers In/(Out)		7/6/23			269.84		269.84		
			7/13/23			243,927.45		243,927.45		
			7/14/23			12.06		12.06		
			7/17/23			890.26		890.26		
			7/28/23			(220,006.56)		(220,006.56)		
			7/31/23			(25,093.05)		(25,093.05)		
			7/31/23			34.06		34.06		
			8/4/23			98,587.35		98,587.35		
			8/8/23			1,028.62		1,028.62		
			8/15/23			933.15		933.15		
			8/17/23			5,826.71		5,826.71		
			8/30/23			(106,409.89)		(106,409.89)		
			8/31/23			26.81		26.81		
			9/1-9/26/23			24,703.61		24,703.61		
			9/26/23			(24,729.46)		(24,729.46)		
			10/1-10/31			112,157.47		112,157.47		
			10/30/23			(112,140.28)		(112,140.28)		
					-	18.15	-	18.15	18.15	-
								18.15		
Local Agency Investment Fund										
	Beginning Balance				12,165,605.11			12,165,605.11		-
	Interest	3.15%	7/14/23			95,517.05		95,517.05		95,517.05
		3.59%	10/13/23			110,565.87		110,565.87		
	Transfers In/(Out)							-		
								-		
	Total - LAIF	3.37%			12,165,605.11	206,082.92	-	12,371,688.03	12,371,688.03	95,517.05
Central Valley Money Market Acct										
	Beginning Balance				8,640,558.56			8,640,558.56		
	Interest		7/31/23			587.08		587.08		587.08
			8/31/23			587.12		587.12		
			9/29/23			549.28		549.28		
			10/31/23			606.14		606.14		
	Transfers In/(Out)							-		
								-		
		0.08%						-		
					8,640,558.56	2,329.62	-	8,642,888.18	8,642,888.18	587.08
Subtotal All City Investments										
		2.42%			26,544,163.67	417,412.54	-	26,961,576.21	26,853,721.03	178,277.66
			Total Investments		26,544,163.67	417,430.69	-	26,961,594.36	26,853,739.18	178,277.66
								Market Value Adjustment	(107,855.18)	
								417,430.69		
								417,430.69		
								0.00		



STAFF REPORT

MEETING DATE: December 13, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Contract for Emergency Preparedness

RECOMMENDATION: Council by motion adopt resolution approving contract with Michael Brady Emergency Management Consulting for preparation of an Updated Emergency Operations Plan, Stakeholder and Community Engagement and Staff Training in an amount not to exceed \$30,000.

EXECUTIVE SUMMARY:

The City of Kerman has not updated its Emergency Operation Plan since 2008. When the COVID-19 pandemic emergency occurred, the plan was of limited use due to its obsolescence.

Staff received recommendations from the Fresno County Department of Emergency Management for firms to update the City's plan and provide basics introductory training on Emergency Operation Center (EOC) operation and management.

Staff solicited proposals and interviewed several firms. Staff received assistance from Chief Tim Henry of the North Central Fire Protection District to advise and opine on the proposals received.

Staff now presents a Resolution, Attachment A, authorizing a contract with Michael Brady Emergency Management Consulting (Consultant) to assist the City.

Attachment B to this report is the recommended Professional Services Agreement (PSA/Contract).

Attachment C to his report is the Consultant's proposal which includes an introduction, scope of work and estimated budget. The work consists of the following, with specific and tangible deliverables:

Phase 1 – Emergency Operations Plan (EOP) Development:

Phase 2 – Emergency Operations Plan (EOP) Orientation and Table-Top Exercise:

ATTACHMENTS:

- A. Draft Resolution
- B. Professional Services Agreement
- C. Consultant Proposal

Attachment 'A'

RESOLUTION NO. 23-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AWARDING CONTRACT TO
MICHAEL BRADY EMERGENCY MANAGEMENT CONSULTING TO UPDATE CITY EMERGENCY
OPERATIONS PLAN AND CONDUCT STAFF TRAINING FOR EMERGENCY PREPAREDNESS IN THE
AMOUNT OF \$ 30,000**

WHEREAS, staff solicited interest from emergency management professionals and firms to assist the City with needed improvements to emergency preparedness; and

WHEREAS, Michael Brady Emergency Management Consulting (Consultant) was deemed best suited to perform this work for the City; and

WHEREAS, a professional services agreement (Contract) in the amount of \$30,000 has been negotiated to the satisfaction of both the City and the Consultant; and

WHEREAS, planning, organizing, training and capacity building for emergency situations is essential to protecting the health and welfare of the City and its residents, businesses and visitors; and

WHEREAS, planning, organizing, training and capacity building for emergency situations is essential to maintain continuity of vital City services in the event of an emergency or disaster. NOW THEREFORE, the Kerman City Council resolves as follows:

- SECTION 1. The foregoing recitals are true and correct.
- SECTION 2. The City Council approves of the contact attached and incorporated by reference as Exhibit A to this Resolution with Michael Brady Emergency Management Consulting to complete an emergency operations plan and conduct staff training in emergency preparedness and emergency operations management.
- SECTION 3. The Contract in the amount of \$30,000 is attached as Exhibit A is hereby incorporated by reference.
- SECTION 4. The City Manager is authorized to sign the agreement on behalf of the City.
- SECTION 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 13th day of December 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho,
Deputy City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") for Emergency Management Planning and Training Services is made and entered into this ____ day of _____, 2023 (hereinafter, the "Effective Date"), by and between the CITY OF KERMAN, a municipal corporation ("CITY") and Michael Brady Emergency Management Consulting, a Sole Proprietor (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

WHEREAS, CITY has determined that it requires Emergency Management Planning and Training Services for the City; and

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

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

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

WHEREAS, CONSULTANT submitted a proposal, dated June 3, 2023, which in response to the City's request for qualifications/proposals for Emergency Management Planning and Training Services; and

WHEREAS, this Agreement was approved by the Kerman City Council at its regular meeting on the 13th day of December, 2023.

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

I. ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES:

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

- B. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services.
- C. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- D. Work performed by CONSULTANT under this Agreement shall be limited to the tasks assigned to CONSULTANT pursuant to CITY's discretion and need for on-call, as- needed services.

1.2 TERM:

- A. This Agreement shall have a term commencing on the Effective Date and shall expire on December 1, 2024.
- B. CONSULTANT may ask and CITY may grant an extension based on extenuating circumstances, notwithstanding provisions provided under Section 5 below.
- C. Nothing in this Subsection 1.2 shall operate to prohibit or otherwise restrict CITY's right to terminate this Agreement at any time for convenience or for cause as provided herein.

1.3 COMPENSATION:

- A. Generally, CONSULTANT shall perform all of the various services and tasks that comprise the work in accordance with the hourly compensation schedule included in **Exhibit "B"** which is attached and incorporated by reference.
- B. CONSULTANT's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of Thirty Thousand Dollars (\$30,000), (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service

performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager or Designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Michael Brady, Owner, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and

this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE: PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

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

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent consultant basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, sub-consultant or sub-consultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Gal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation,

national origin, ancestry, age, physical or mental disability or medical condition. that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement. Three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or sub-consultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related

to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal

expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the

Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension,

CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
 - F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy. CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
 - G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained

herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and sub-consultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any sub-consultant or sub-consultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Michael Brady Emergency Management Consulting
Attn: Michael Brady,
891 Stagecoach Rd.
Arroyo Grande, CA 93420
michaelbradyem@gmail.com
(805) 215-4009

CITY:

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

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

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement. 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with sub-consultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this pursuant to Section 6.15, above.

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

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

CITY OF KERMAN

MICHAEL BRADY

By: _____
John Jansons, City Manager
Date: _____

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

APPROVED AS TO FORM:

Hilda Cantu Montoy
City Attorney

ATTEST:

Josie Camacho
Deputy City Clerk

EXHIBIT 'A'

SCOPE OF WORK

Michael Brady, Emergency Management Consulting, intends to provide the following basic scope of services:

Phase 1 – Emergency Operations Plan (EOP) Development:

- Based on current State standards, develop and update the City of Kerman Emergency Operations Plan (EOP)
- Work consists of:
- Develop a draft EOP based on current City of Kerman Hazards, Demographics, Existing Plans and City Organization/Structures
- Hold onsite Stakeholder workshop to review draft plan and develop input. Participants may include:
 - ☐ City Personnel
 - ☐ North Central Fire District
 - ☐ Assisted Living Centers
 - ☐ Kerman Unified School District
 - ☐ Day Disabled Training Center
 - ☐ Medical/Health Facilities
 - ☐ Business Leaders
 - ☐ Volunteer Organizations
 - ☐ Community Based Organizations
 - ☐ Cultural Leaders
 - ☐ Access and Functional Needs Advocates
 - ☐ Others as identified
- Update Plan based on feedback
- Present final plan to Stakeholders for review
- Revise as needed
- Submit to City Council for Approval and Adoption
- Services to include the digital linkage of plan to other City of Kerman Plans: i.e. General Plan/Safety Element
- Digital file presented to the City of Kerman

Phase 2 – Emergency Operations Plan (EOP) Orientation and Table-Top Exercise:

- Develop and conduct a 2-4 hour Orientation Presentation and Training on the Updated Emergency Operations Plan
- Develop and conduct a 2-4 hour Homeland Security Exercise Evaluation Program (HSEEP) Table-Top Exercise focusing on:
- Elements of the EOP
- Hazard and Risk Analysis

- Roles and Responsibilities
- Alert and Warning
- Situation Analysis and Common Operating Picture
- Resource Management
- Public Information Officer
- Conduct a Hot Wash and Improvement Plan (IP)

Work consists of:

- Development of an EOP Presentation.
- Develop HSEEP Table-Top Exercise
- Print material for 50 participants.
- Include allied agencies as appropriate
- Conduct the Training and Exercise (up to 6 hours).
- Facilitate a Hot Wash
- Develop a Survey Instrument to collect After Action Report Data
- Analyze data and develop an After-Action Report and Improvement Plan
- Present the AAR/IP to HHS Management for Future Action
- Consultant requests the City to provide:
- Participants
- Provide facility For the Training and Exercise.
- Copies of the EOP

EXHIBIT 'B'

FEE SCHEDULE

Tasks	Start date -estimate	Cost
Phase 1	Jan 1, 2024	\$20,000
Emergency Operations Plan (EOP) Development		
Phase 2	TBD – Winter /Spring 2023	\$9,000
Emergency Operations Plan (EOP) Orientation and Table-Top Exercise:		
		\$29,000



STAFF REPORT

MEETING DATE: December 13, 2023

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Community Organization Grant Program Policy (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Community Organization Grant Program Policy.

EXECUTIVE SUMMARY:

On October 25, 2023, the City Council reviewed and discussed the draft Community Organization Grant Program Policy. With no objection to the Policy, staff was directed to make minor revisions to Ad Hoc committee members and return the policy for approval.

The City of Kerman recognizes the value other organizations have in providing services that benefit the community and its members. The Community Organization Grant Program is intended to provide monetary assistance to eligible community non-profit organizations in their efforts to provide social, educational and cultural services to the community.

The policy will set the stage for Council to consider requests for events and programs that:

- Provide a public service, or otherwise promote the health, safety or welfare of the community.
- Benefit the City of Kerman residents and businesses.
- Held within Kerman City limits and open to the public.
- Serve a charitable, cultural, or educational purpose.

The application process for grants will coincide with the approval of the annual City budget. A call for applications will begin on January 1, through February 28, of each year.

Applicants will be required to supply specific details of their events, including a full explanation about the proposed use of funds and a budget of the program/project.

An ad hoc committee will review the applications and make their recommendations for approval by the City Council at a meeting in April. Once approved, the final figures for grant funding will be included in the annual budget. Funding will commence after the annual budget is approved by the City Council.

The ad hoc committee will consist of the City Clerk, the Community Services Director and two other staff appointees (appointed by the City Manager).

FISCAL IMPACT:

The following events have been approved by the City Council for annual/biennial funding and will be included in the budget as a matter of course:

1. The American Spirit Fireworks Extravaganza	\$600.00
2. The Big Fresno Fair	\$600.00
3. Kerman Unified School District - Sober Grad Night	\$500.00
4. Kerman Youth Commission (biennial)	\$500.00
Total:	\$2,200.00

Additional funds will be determined by the number of applications received/approved.

ATTACHMENTS:

- A. Resolution w/Exhibits Policy and Application

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ESTABLISHING COMMUNITY ORGANIZATION GRANT PROGRAM POLICY**

WHEREAS, on October 18, 2017, the City Council of the City of Kerman established Community Services Support Criteria; and

WHEREAS, the Council has an established Community Services Account that designates funds for the fiscal year; and

WHEREAS, the Council desires to establish the Community Organization Grant Program for the permissible use of the Community Services Account.

NOW, THEREFORE, the City Council of the City of Kerman Hereby Resolves as follows:

1. The Council hereby establishes the Community Organization Grant Program Policy as set forth in Exhibit A attached to this resolution including the application form attached thereto.
2. An application shall be used by applicants to request public funds from the City.
3. The application process will coincide with the approval of the annual City budget.
4. A call for applications will take place from January 1 through February 28 of each year
5. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting held on the 13th day of December 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Deputy City Clerk



Community Organization Grant Program Policy for Community Services, Programs and Activities

PURPOSE

The purpose of this Community Organization Grant Program Policy and application is to establish processing and evaluation criteria in a fair and equitable way for the disbursement of City funds to community-based organizations that provide community service programs to Kerman residents.

GENERAL POLICY

This Policy was created as a way to support “Community Comes First” and encourage groups to build and celebrate our unique culture by holding community events in Kerman.

All proposals for funding under the Community Organization Grant Program budget should adhere to the following:

1. Provide a public service, or otherwise promote the health, safety or welfare of the community.
2. Benefit the City of Kerman residents and businesses.
3. Applicants must successfully explain how the proposed program/project will serve the City of Kerman residents.
4. The organization must operate as a non-profit and provide verification of 501(c) (3) status.
5. Events must be held within Kerman City limits and open to the public.
6. Serve a charitable, cultural, or educational purpose.
7. Request no more than fifty percent (50%) of the total funding for the proposed activity.
8. Grant funds cannot pay for personal property, charitable donations, alcohol, faith-based activities (faith groups can apply if the project meets a community need), operational costs, items that will be donated/raffled/auctioned, or political campaigning.
9. It is the responsibility of the applicant to ensure that any activity or program that is funded is in compliance with all applicable zoning, health, building or other codes, permits and regulations.

Grant funding is not intended to be an ongoing funding source for the event. Funding in one year is not a guarantee for future funding. All applications are subject to a new review each year.

APPLICATION PROCESS

1. Applications may be submitted only during the open application period. The application period will commence on January 1, through February 28, of each year. Applications are available at City Hall and on the City's website at: <https://cityofkerman.net/>
2. The applicant must submit a completed application and all required attachments to be considered for funds.
3. The application must include a full explanation about the proposed use of the funds and include a budget of the program/project.
4. Applications must be filed with the City Clerk on or before 5 p.m. on February 28, of each calendar year. If February 28, falls on a Saturday, Sunday or holiday, when City offices are closed, the filing date shall extend to 5 p.m. on the next business day.
5. Incomplete applications or ones not submitted by the deadline will not be considered during this year's grant review process.

APPLICATION REVIEW AND FUNDING DECISIONS

1. An ad hoc committee consisting of the City Clerk, the Community Services Director, and two other appointees will review each application. The committee may choose to contact the applicant for more information or clarification regarding the details of the application during the review period.
2. In making funding determinations, the committee will review and consider the following criteria:
 - A. Is the organization currently nonprofit?
 - B. Does the organization provide a service to the overall community of Kerman?
 - C. Will the organization use the grant funds for the benefit of the citizens of Kerman?
 - D. Does the organization receive any other discounts or benefits from the City of Kerman pertaining to this event?
 - E. Can the organization provide financial statements (prepared using an appropriate method of account) to demonstrate sound financial management?
 - F. Can the organization provide a budget demonstrating its cost –effectiveness?

The committee shall make its recommendations for funding to the full City Council at a meeting in April. Final funding will be included in the annual budget. Funding will commence after the annual budget is approved.

Not all groups meeting the Program requirements will necessarily receive a grant. Based on the number of applications, scope of project, program, activity, or event, and available funding, groups may not receive the full grant that they request, but may receive partial funding.

Grants are not to be regarded as an entitlement. The intent of the grant is to assist programs with support funding and are not meant to fund one hundred percent (100%) of the program costs.

Approval of a grant in any one year is not to be regarded as an automatic ongoing source of annual funding.

City Council will make the final grant decisions, at its sole discretion, based on the recommendations of the Internal Committee and applicant's adherence to the grant program's purpose, objectives and goals.

City Council may require additional information, choose to allocate funds in phases, require additional reporting conditions, or deny portions of requested funding. There is no appeal process regarding City Council's decision. However, applicants may submit grant application(s) in the next grant cycle.

SPECIAL EVENT PERMIT AND USE OF CITY FACILITY

All special events in Kerman must also submit a Special Events Permit Application before the event date. To learn more about the City of Kerman Special Events Permit Process, contact the Community Development Department at (559) 846-6121. Applicant will be required to obtain permits, clearances, insurance and event authorization and pay any relevant fees in a timely manner. If you are proposing to use a City facility, applicant must submit a request in accordance with standard rental procedures.

If City staff time is requested (such as public safety officers, public works, etc.) please contact the relevant department to obtain a cost estimate and include the cost in your proposed budget.

ADDITIONAL INFORMATION AND REPORTING

1. Funding for the Community Organization Grant Program is limited and some applications, while worthy, will not be funded due to the limited resources.
2. Once approved by Council, the funding award will be processed by City staff.
3. All grant awardees will be required to submit a performance report to the City of Kerman within 60 days after the event was held.
4. Selection will be made by award of a contract executed by City and Grantee after the Council makes the award. The contract will be in substantial form as that attached.
5. Grant application forms may be amended and revised from time to time, as the City deems appropriate.

OTHER FUNDING

All other requests for City funding outside of the open application period, must be directed to the City Manager's office. Any recommended funding will require City Council budget approval.



COMMUNITY ORGANIZATION GRANT PROGRAM APPLICATION

_____ Fiscal Cycle

Please print or type and attach additional paper if needed.

DUE ON OR BEFORE 5:00 P.M. on FEBRUARY 28

1. GENERAL INFORMATION				Date: _____	
Applicant:					
Type of Applicant:	Public Agency_____	Private_____	Non-Profit_____	Other_____	
Contact Person:			Title:		
Address:			City, Zip Code		
Phone:			Email:		
Agency website:					
Geographical area(s) the organization serves:					
Provide a description of the organization and its general functions:					
What is your agency's budget for the current fiscal year?				\$ _____	
I have received a copy of the Kerman Community Organization Grant Program Policy.				Initial _____	

I affirm that I am authorized by the organization to make this request and that the answers in this application are completely truthful and that the City may rely without hesitation on my answers?

Signature: _____ Date: _____

Print Name, Position: _____

2. PROGRAM DESCRIPTION

Please indicate the type of funding request:

Special Event _____

Program/Project _____

Facility Fees _____

Name the program or project for which you are requesting funding:

Amount of Funding Requested: \$ _____

Is this a new or existing program?

New _____

Existing _____

Provide a detailed description of the proposed program/project explaining what is to be accomplished with the requested funds.

Identify and describe the target population.

How will this program/project be promoted among the target population?

Identify the facility at which the proposed program/project will take place, including hours and days.

3. PROGRAM FINANCIAL INFORMATION

List the year(s), and amount(s) of past funding the program/project has received from the City of Kerman:

List funding the program receives from other sources, including any other applied City non-profit rates.

Supply the following information regarding funding the specific program/project you are proposing. For City if funding is awarded what category, would requested funds cover?

Expenses		Revenues	
Categories	Expenditures	Other Sources	From City
Salaries and Benefits			
Supplies			
Rent			
Communications (phone, postage)			
Travel Expenses			
Insurance			
Other			
Total Budget:	_____		

4. ATTACHMENTS
Please attach the following with your application:
Evidence of non-profit status 501c (3)
Copy of Bylaws
Evidence of Liability Insurance; amount of \$1,000,000
Evidence of Worker's Compensation Insurance (if applicable)
Board of Directors roster/stipend/amount
Copy of the agency's most recent total budget

Funding for the City's Community Organization Grant Program is limited and some applications, while worthy, may not be funded due to limited resources.

Deadline for current fiscal year funding requests is February 28, 5:00 p.m.

Incomplete applications or ones not submitted by the deadline will not be considered during this year's grant review process.

SUBMIT ORIGINAL APPLICATION WITH ATTACHMENTS TO:

Attention: City Clerk
Kerman City Hall
850 S. Madera Ave.
Kerman, CA 93630



STAFF REPORT

MEETING DATE: December 13, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Contract for Emergency Preparedness (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving contract with Michael Brady Emergency Management Consulting Engagement and Staff Training in an amount not to exceed \$30,000.

EXECUTIVE SUMMARY:

The City of Kerman has not updated its Emergency Operation Plan since 2008. When the COVID-19 pandemic emergency occurred, the plan was of limited use due to its obsolescence.

Staff received recommendations from the Fresno County Department of Emergency Management for firms to update the City's plan and provide basics introductory training on Emergency Operation Center (EOC) operation and management.

Staff solicited proposals and interviewed several firms. Staff received assistance from Chief Tim Henry of the North Central Fire Protection District to advise and opine on the proposals received.

Staff now presents a Resolution, Attachment A, authorizing a contract with Michael Brady Emergency Management Consulting (Consultant) to assist the City.

Attachment B to this report is the recommended Professional Services Agreement (PSA/Contract).

Attachment C to his report is the Consultant's proposal which includes an introduction, scope of work and estimated budget. The work consists of the following, with specific and tangible deliverables:

Phase 1 – Emergency Operations Plan (EOP) Development:

Phase 2 – Emergency Operations Plan (EOP) Orientation and Table-Top Exercise:

ATTACHMENTS:

- A. Draft Resolution
- B. Professional Services Agreement
- C. Consultant Proposal

Attachment 'A'

RESOLUTION NO. 23-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AWARDED CONTRACT
TO MICHAEL BRADY EMERGENCY MANAGEMENT CONSULTING TO UPDATE
CITY EMERGENCY OPERATIONS PLAN AND CONDUCT STAFF TRAINING FOR EMERGENCY
PREPAREDNESS IN THE AMOUNT OF \$ 30,000.**

WHEREAS, staff solicited interest from emergency management professionals and firms to assist the City with needed improvements to emergency preparedness; and

WHEREAS, Michael Brady Emergency Management Consulting (Consultant) was deemed best suited to perform this work for the City; and

WHEREAS, a professional services agreement (Contract) in the amount of \$30,000 has been negotiated to the satisfaction of both the City and the Consultant; and

WHEREAS, planning, organizing, training and capacity building for emergency situations is essential to protecting the health and welfare of the City and its residents, businesses and visitors; and

WHEREAS, planning, organizing, training and capacity building for emergency situations is essential to maintain continuity of vital City services in the event of an emergency or disaster.

NOW THEREFORE, the Kerman City Council resolves as follows:

- SECTION 1. The foregoing recitals are true and correct.
- SECTION 2. The City Council approves of the contract (Exhibit A to this Resolution) with Michael Brady Emergency Management Consulting to complete an emergency operations plan and conduct staff training in emergency preparedness and emergency operations management.
- SECTION 3. The Contract in the amount of \$30,000 is attached as Exhibit A is hereby incorporated by reference.
- SECTION 4. The City Manager is authorized to sign the agreement on behalf of the City.
- SECTION 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 13th day of December 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho,
Deputy City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") for Emergency Management Planning and Training Services is made and entered into this ____ day of _____, 2022 (hereinafter, the "Effective Date"), by and between the CITY OF KERMAN, a municipal corporation ("CITY") and Michael Brady Emergency Management Consulting, a Sole Proprietor (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, CITY has determined that it requires Emergency Management Planning and Training Services for the City; and

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

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

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

WHEREAS, CONSULTANT submitted a proposal, dated June 3, 2023, which in response to the City's request for qualifications/proposals for Emergency Management Planning and Training Services; and

WHEREAS, this Agreement was approved by the Kerman City Council at its regular meeting on; the 13th day of December, 2023.

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

**I.
ENGAGEMENT TERMS****1.1 SCOPE OF SERVICES:**

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

- B. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services.
- C. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- D. Work performed by CONSULTANT under this Agreement shall be limited to the tasks assigned to CONSULTANT pursuant to CITY's discretion and need for on-call, as- needed services.

1.2 TERM:

- A. This Agreement shall have a term commencing on the Effective Date for a period not to exceed 1 years, expiring on December 1st, 2024.
- B. CONSULTANT may ask and CITY may grant an extension based on extenuating circumstances, notwithstanding provisions provided under Section 5 below.
- C. Nothing in this Subsection 1.2 shall operate to prohibit or otherwise restrict CITY's right to terminate this Agreement at any time for convenience or for cause as provided herein.

1.3 COMPENSATION:

- A. Generally, CONSULTANT shall perform all of the various services and tasks that comprise the work in accordance with the hourly compensation schedule included in Exhibit "B."
- B. CONSULTANT's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of Thirty Thousand Dollars (\$30,000), (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service

performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager or Designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Michael Brady, Owner, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and

this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE: PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

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

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent consultant basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, sub-consultant or sub-consultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Gal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation,

national origin, ancestry, age, physical or mental disability or medical condition. that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement. Three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or sub-consultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related

to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal

expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the

Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension,

CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
 - F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy. CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
 - G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained

herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and sub-consultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any sub-consultant or sub-consultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

#

- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Michael Brady Emergency Management Consulting
Attn: Michael Brady,
891 Stagecoach Rd.
Arroyo Grande, CA 93420
michaelbradyem@gmail.com
(805) 215-4009

CITY:

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

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

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

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

which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this pursuant to Section 6.15, above.

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

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

CITY OF KERMAN

MICHAEL BRADY

By: _____
John Jansons, City Manager
Date: _____

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

APPROVED AS TO FORM:

Hilda Cantu Montoy
City Attorney

ATTEST:

Josie Camacho
Deputy City Clerk

EXHIBIT 'A'**SCOPE OF WORK**

Michael Brady, Emergency Management Consulting, intends to provide the following basic scope of services:

Phase 1 – Emergency Operations Plan (EOP) Development:

- Based on current State standards, develop and update the City of Kerman Emergency Operations Plan (EOP)
- Work consists of:
- Develop a draft EOP based on current City of Kerman Hazards, Demographics, Existing Plans and City Organization/Structures
- Hold onsite Stakeholder workshop to review draft plan and develop input. Participants may include:
 - ☐ City Personnel
 - ☐ North Central Fire District
 - ☐ Assisted Living Centers
 - ☐ Kerman Unified School District
 - ☐ Day Disabled Training Center
 - ☐ Medical/Health Facilities
 - ☐ Business Leaders
 - ☐ Volunteer Organizations
 - ☐ Community Based Organizations
 - ☐ Cultural Leaders
 - ☐ Access and Functional Needs Advocates
 - ☐ Others as identified
- Update Plan based on feedback
- Present final plan to Stakeholders for review
- Revise as needed
- Submit to City Council for Approval and Adoption
- Services to include the digital linkage of plan to other City of Kerman Plans: i.e. General Plan/Safety Element
- Digital file presented to the City of Kerman

Phase 2 – Emergency Operations Plan (EOP) Orientation and Table-Top Exercise:

- Develop and conduct a 2-4 hour Orientation Presentation and Training on the Updated Emergency Operations Plan
- Develop and conduct a 2-4 hour Homeland Security Exercise Evaluation Program (HSEEP) Table-Top Exercise focusing on:
 - Elements of the EOP
 - Hazard and Risk Analysis
 - Roles and Responsibilities
 - Alert and Warning

- Situation Analysis and Common Operating Picture
- Resource Management
- Public Information Officer
- Conduct a Hot Wash and Improvement Plan (IP)

Work consists of:

- Development of an EOP Presentation.
- Develop HSEEP Table-Top Exercise
- Print material for 50 participants.
- Include allied agencies as appropriate
- Conduct the Training and Exercise (up to 6 hours).
- Facilitate a Hot Wash
- Develop a Survey Instrument to collect After Action Report Data
- Analyze data and develop an After-Action Report and Improvement Plan
- Present the AAR/IP to HHS Management for Future Action
- Consultant requests the City to provide:
- Participants
- Provide facility For the Training and Exercise.
- Copies of the EOP

EXHIBIT 'B'

FEE SCHEDULE

Tasks	Start date -estimate	Cost
Phase 1	Jan 1, 2024	\$20,000
Emergency Operations Plan (EOP) Development		
Phase 2	TBD – Winter /Spring 2023	\$9,000
Emergency Operations Plan (EOP) Orientation and Table-Top Exercise:		
		\$29,000

PROPOSAL

PREPARED BY

Michael Brady EM Consulting

michaelbradyem.com

PREPARED FOR

City of Kerman

Emergency Operations Plan (EOP) Development, EOP Table-Top
Orientation and Emergency Operations Center (EOC) Training/Exercise

DATE

June 3, 2023





June 3, 2023

Michael Brady

Michael Brady Emergency Management Consulting (Sole Proprietor)

Small Business Certification #2015702

891 Stagecoach Rd.

Arroyo Grande, CA 93420

michaelbradyem@gmail.com

michaelbradyem.com

(805) 215-4009

Mr. John Jansons
City Manager
City of Kerman

Thank you for the opportunity to allow me to submit this scope of work and proposal to assist the City of Kerman to meet its Emergency Management Preparedness Goal.

I have over 39 years of extensive experience in the field of Emergency Management preparedness, response, and recovery. My focus regarding emergency preparedness consists of:

1. Develop Emergency Operations Plans (EOP) that are understandable and usable based on current State mandates and best practices.
2. Engage Stake Holders and End Users in the Planning Process.
3. Provide relevant training that will enhance overall emergency disaster preparedness and response.
4. Apply skills through Table-Top and Practical Functional-Scale Exercises.
5. Evaluate response efforts and identify any future opportunities for development.

I look forward to working with you and the City of Kerman on your emergency management preparedness and readiness efforts.

Sincerely,

Michael Brady

June 3, 2023

Sole Proprietor, Michael Brady Emergency Management

Michaelbradyem.com

Contents

Scope of Work/Services 3-4

Cost Proposal 5

Resume 6

Recent Projects (2018-Current) 10

Scope of Work/Services

Michael Brady, Emergency Management Consulting, intends to provide the following basic scope of services:

Phase 1 – Emergency Operations Plan (EOP) Development:

- Based on current State standards, develop and update the City of Kerman Emergency Operations Plan (EOP)
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 - Hold onsite Stakeholder workshop to review draft plan and develop input. Participants may include:
 - City Personnel
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 - Assisted Living Centers
 - Kerman Unified School District
 - Day Disabled Training Center
 - Medical/Health Facilities
 - Business Leaders
 - Volunteer Organizations
 - Community Based Organizations
 - Cultural Leaders
 - Access and Functional Needs Advocates
 - Others as identified
 - Update Plan based on feedback
 - Present final plan to Stakeholders for review
 - Revise as needed
 - Submit to City Council for Approval and Adoption
 - Services to include the digital linkage of plan to other City of Kerman Plans: i.e. General Plan/Safety Element
 - Digital file presented to the City of Kerman

Phase 2 – Emergency Operations Plan (EOP) Orientation and Table-Top Exercise:

- Develop and conduct a 2-4 hour Orientation Presentation and Training on the Updated Emergency Operations Plan
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 - Hazard and Risk Analysis
 - Roles and Responsibilities
 - Alert and Warning
 - Situation Analysis and Common Operating Picture

- Resource Management
- Public Information Officer
- Conduct a Hot Wash and Improvement Plan (IP)
- Work consists of:
 - Development of an EOP Presentation.
 - Develop HSEEP Table-Top Exercise
 - Print material for 50 participants.
 - Include allied agencies as appropriate
 - Conduct the Training and Exercise (up to 6 hours).
 - Facilitate a Hot Wash
 - Develop a Survey Instrument to collect After Action Report Data
 - Analyze data and develop an After-Action Report and Improvement Plan
 - Present the AAR/IP to HHS Management for Future Action
- Consultant requests the City to provide:
 - Participants
 - Provide facility For the Training and Exercise.
 - Copies of the EOP
 - Provide Snacks – if appropriate

Phase 3 – Emergency Operations Center (EOC) Section Position Training and Table-Top Exercise:

- Develop and conduct a 4 hour EOC Section and Position Training Course for EOC members
- Develop and conduct a 3-hour Homeland Security Exercise Evaluation Program (HSEEP) Functional Exercise focusing on:
 - EOC Processes and Procedures
 - EOC Forms
 - Roles and Responsibilities
 - Alert and Warning
 - Situation Analysis and Common Operating Picture
 - Resource Management
 - Public Information Officer
- Conduct an After-Action Report and Improvement Plan

In summary:

I have all the resources, tools, and knowledge to support the City of Kerman disaster preparedness efforts to ensure the plan development, exercises and training will enhance your preparedness and readiness goals.

Cost Proposal

Tasks	Start date -estimate	Cost
Phase 1 Emergency Operations Plan (EOP) Development	July 1, 2023	\$20,000
Phase 2 Emergency Operations Plan (EOP) Orientation and Table-Top Exercise:	October 1, 2023	\$9,000
Phase 3 Emergency Operations Center (EOC) Section Position Training and Table-Top Exercise:	December 1, 2023	\$8,000

Resume

Michael Brady

Cell: (805) 215-4009

E-mail: Michaelbradyem@gmail.com

Address: 891 Stagecoach Rd, Arroyo Grande, CA 93420

Career Background

Over the last 40 years, I have been involved and managed all elements of the Emergency Management profession. What started off as a Red Cross volunteer supporting disaster operations ended up as a full-time career supporting emergency response/management prevention, planning, mitigation, response, and recovery in California. Even though my emphasis was on professional training, I have an extensive background in operations/response, exercises, and plan development. My philosophy has always and continues to be to promote the level of readiness to reduce the impact of lives, property, and environment during disasters/emergencies.

Significant Accomplishments

- Directed, Managed, and Developed an Instructor Certification Program including curriculum developed which resulted in the certification of over 400,000 emergency responders throughout the California, United States, and other Countries
- Developed, Delivered, and Evaluated over 40 Disaster Response/Management Course Curriculum in the field of Emergency Management including the phases of Emergency Management – Mitigation, Preparedness, Response, and Recovery
- Developed and Managed the State of California EOC Position Credentialing Program and Emergency Manager Professional Development/Certification Program
- Developed and Delivered Course Material throughout the United States and a number of other countries
- Responded to over 40 Disaster Operations throughout California and United States

Professional Experience

Michael Brady,
Consultant - Sole
Proprietor

2018 to Current [Michael Brady Emergency Management Consulting]

Consultant services in the field of Emergency Management: Training, Exercises, Planning, Response, Mitigation and Recovery

Clients Include:

- Disaster Management Area C, D, E – LA County OEM
- Cal State Bakersfield
- City of Berkeley
- County of Tulare
- County of Solano
- Orange County Health Care Agency
- Yolo, Solano, Contra Costa, San Joaquin, Sacramento County OES
- Cal OES – CSTI (Various EM Courses)

Contract Work Included:

- Emergency Operations Plan (EOP) Development
- Emergency Operations Plan (EOP) Template and Checklist
- Discussion and Operations Based HSEEP Exercises
- Functional/Full-Scale HSEEP Delta Flood Exercise
- Manage and implement the LA County CADRE Training Program
- EOC Section Position Development and Training
- Development of After-Action Reports (AAR)
- EOC Concept, Structure, Process & Position Training and Exercises
- Emergency Management Mitigation, Planning, & Recovery Training

**2014 to 2018 [Governor's Office of Emergency Services/Cal OES California
Specialized Training Institute]**

- Program oversight of Emergency Management Professional Certification
- Program oversight of the EOC Section Position Credentialing
- Curriculum quality assurance and audits -
- Grant Management (EMPG/HMEP/SHGP)
- Program responsibility for the Emergency Management /Hazardous Materials Outreach Training
- Curriculum research, update, and delivery EOC Operations, Planning, Mitigation, Disaster Recovery and Sustained Operations
- Chair of the Standardized Emergency Management System (SEMS) Training, Exercise and Credentialing Committee, State of Ca. equivalency to the National Incident Management System (NIMS)
- State and Regional Emergency Operations Center Response and Operations and Joint Field Office (JFO)

**2005 to 2014 [Governor's Office of Emergency Services/Cal OES California
Specialized Training Institute]**

- Chair and Program Management of the Cal OES Emergency Management/Responder Credentialing Program – Serve on the NIMS Credentialing Guidance Committee.
- Course Development, Management, and Instruction of the Emergency Medical Services Authority: Medical Operations Center Support Activities (MOCSA) and Mission Support Team (MST) training.
- Course Development, Management, and Instruction of the Enhanced Exercise Design Conduct and Evaluation Course (EEDCE).
- Design, Developed and Conduct multiple venue/operational period Full-Scale Exercises (Terrorism/Emergency Management).
- Design, Develop, and Conduct Functional and Discussion Based Exercises (including EOC Exercises).
- Course Development, Management, and Instruction of the Access and Functional Needs (Special Populations) curriculum.
- Course Development, Management, and Instruction of the Schools Emergency Planning and Response curriculum.
- Provide SEMS Approved Course of Instruction review and course offering.
- Offer the ICS 100-400 Training.

**Senior
Emergency
Management,
Chief of
Emergency
Management
Program**

**Emergency
Management
Coordinator
Instructor II**

- Development and Course Offering of the Cal OES Regional Emergency Operations Center training.
- Management of the Hazardous Materials Emergency Response Instructor Certification Program.
- Reviewed and provide feedback regarding the State Emergency Plan and 5-year Strategic Plan.
- Provide training in all facets of Emergency Management (Planning/Sustained Operations/EOC Positions/Recovery/Response), Terrorism, and Hazardous Materials course content.
- Submitted multiple curriculums for Homeland Security (Grants and Training) Review and Approval.
- Oversee Emergency Management Performance Grant (EMPG)/State Homeland Security Grant Program (SHSGP) funding specific to program responsibility.
- Oversee the development of contracts and budgets related to program/project responsibilities
- SOC/REOC/JFO Response and Operations

1989 to 2005 [Governor's Office of Emergency Services/Cal OES California Specialized Training Institute]

California Specialized Training Institute

- Manage a 1.3 million dollar budget, including multiple federal funds Including DOT HMEP, FEMA, EMPG, SHSGP.
- Received Homeland Security Approval for over 20 Courses.
- Supervise a staff of 13 instructors and administration personnel
- Develop Section Budgets, Workplans, and Contracts.
- Oversaw the development of a Haz Mat Specialists Hands-on Training Venue.
- Manage the State of California hazardous materials and terrorism training program which:
 - Certified over 1,500 Outreach Instructors
 - Certified over 300,000 responders
 - Certified 24,000 responders annually
- Oversee the development and implementation of over 40 Terrorism & Haz Mat training, exercises, and planning courses.
- Terrorism & Emergency Mgt Contingency plan development.
- Participated in every major disaster in California at the State Operations Center (SOC) and Regional Emergency Operations Center (REOC) as EOC Director or General Staff Chief Positions.
- Provide training in all facets of emergency management, terrorism, and hazardous materials courses
- Developed Curriculum for FEMA, EMI
- State and Regional Emergency Operations Center Response and Operations

**Senior
Emergency
Management
Coordinator
Instructor, Chief of
the Hazardous
Materials Section**

1985 to 1989 [Governor's Office of Emergency Services/Cal OES California Specialized Training Institute]

**Senior
Emergency**

**Management
Coordinator
Instructor**

- Developed, coordinated, and taught in over 100 Emergency Management Courses and Exercises
- Management and Course Offering of the FEMA Professional Development Series: Planning, EOC, Emergency Mgt.
- Development, Management and Course Offering of Disaster Recovery Course.
- State Training/Exercise Officer
- Emergency contingency plan development
- Administrative lead over the Institutes fiscal budgets, procurement, and personnel
- SOC/REOC Response and Operations
- Lead over computer applications for CSTI

1980 to 1985 [American Red Cross]

Disaster Volunteer

- Responded to over 20 disaster operations
- Developed the Youth Disaster Action Team Program
- Featured presenter at the Disaster Institute

Education

- Master of Business Administration (Mgt Information System) – 1985, Cal Poly San Luis Obispo
- Bachelor of Science – (Political Science) – 1984, Cal Poly San Luis Obispo

Special Awards/Certificates

- William J Patterson Haz Mat Lifetime Achievement Award -2007 Haz Mat Continuing Challenge Conference
- California Emergency Management Agency – Emergency Management Specialists Certificate
- California National Guard Recognition of Excellence Award
- California Emergency Services Association (CESA) Senator Petris Award

Recent Projects (2018-Current)

- Designed, Facilitated and Developed the Orange County Health Care Agency (OCHCA) COVID-19 After Action Report (AAR) Process and Final Report
- Manage and Implemented the EOC Training CADRE Project 2018-2022 for Los Angeles County Operational Area (over 80 Emergency Management Courses and Exercises)
- Development of a best practice Emergency Operations Plan (EOP) Assessment Tool (which included the Cal OES Emergency Plan Review 2020 Crosswalk and Proposed FEMA Comprehensive Preparedness Guide 101 (CPG 101) revised document), EOP Reference Document, and EOP Template for the LA County Area C, D, E Disaster Area Mgt Partnership. This project was awarded at the Ca. Emergency Services Association (CESA) Southern Conference Silver Award for Excellence.
- Development of 40 EOC Position Checklist for the Orange County Medical and Health Agency Operations Plan based on the After-Action Report
- Emergency Management Training/Exercise programs/courses for LA County DMAC CADRE Program, Cal State Bakersfield, City of Berkeley, Orange County Health Care Agency, Tulare County OES, San Mateo County OES, Yolo County OES, San Joaquin OES, Sacramento OES, Solano County OES, Contra Costa OES and the Governor's Office of Emergency Services California Specialized Training Institute (CSTI)
- Review and Update of the Sacramento County Emergency Operations Plan
- Development of COVID 19 Pandemic Procedures for Orange County Health Care Agency based on the findings of the COVID-19 AAR (current)
- Development and Conduct of Delta Flood Exercises which included 5 Orientation Exercises and 1 Full Scale Exercise (Aug 2023). Players consisted of 5 Counties (Yolo, Contra Costa, Solano, Sacramento, San Joaquin), 80 Reclamation Districts, State/Federal Partners, and Engineering Companies.

Over my tenure working in the field of Emergency Management I have worked closely with many governmental entities (Local, County, State, Special Districts, Federal, private, non-profits and volunteer organizations). As Project Manager, I will oversee the management of the project and participate in each of the steps necessary to develop and conduct the exercises. I will bring other consultants into the project as needed.

Some of My Recent Clients:

1. Mary Young
Orange County Health Care Agency
Strategic Program Manager
Office of Strategy and Development, Public Health Services
myoung@ochca.com
(714) 834-8025
Pandemic Reference Guide

Type of Work: Strategic Planning

2. Dr. Gagandeep Grewal
Orange County Health Care Agency
ggrewal@ochca.com
(657) 219-4865
OCHCA AAR/IP Development COVID Response Agency Operations Center (AOC)

Type of Work: Assessment and Improvement

3. Mr. David Ashman
Disaster Mgt Area Coord E
dmac@dmae.ca.gov
(562) 505-6443
2019, 2020, 2021 CADRE Training and Exercise Program

Type of Work: Staff Development, Capability Building

4. Ms. Diana Manzano-Garcia
Disaster Mgt Area Coord D
dmanzano@areadonline.com
(626) 201-0919
2021 EOP Template Development and Table-Top Exercises

Type of Work: Planning, Staff Development, Capability Building

5. Ms. Robyn Rains
Solano County OES
rlrains@solanocounty.com
(707) 372-8076
Solano County Training/Exercises

Type of Work: Staff Development, Capability Building

6. Matthew Hawkins
Sacramento County OES
HawkinsM@sacoes.org
(916) 293-2769
Sacramento County EOP Update and Exercise

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Delta Flood Exercise

Type of Work: Exercise Development, Conduct, and Evaluation AAR/IP



STAFF REPORT

MEETING DATE: December 13, 2023

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Public Hearing for Proposed Increase in Water, Wastewater (Sewer) and Storm Drain Rates (JA)

RECOMMENDATION: Staff recommends:

1. Council open and conduct the Proposition 218 public hearing to receive staff report and written protests, objections, and public comments; and
2. Close the public hearing;
3. Direct the City Clerk to report on the number of written protests received; and

If a majority protest does not exist for the proposed water, sewer and storm drain increases, adopt resolution approving increases to water and sewer rates which will become effective February 1, 2024, directing a property owner election and ballot process for the proposed storm drain fee and ratifying the Proposition 218 process.

EXECUTIVE SUMMARY:

Council approved the Final Water, Sewer and Storm Drain report prepared by Lechowicz and Tseng (the Water, Sewer and Storm Drain consultants) on October 25, 2023. Staff mailed out Public Hearing Notices to all customers (tenants and property owners) on October 27, 2023, meeting the Proposition 218 forty-five (45) day requirement. On the October 25th meeting, Council also approved that the Public Hearing date to be set for December 13, 2023.

Staff held an informational meeting on November 30, 2023 at the Community Center from 6pm-8pm to provide all customers with a presentation explaining why rates needed to be increased and answer any questions the public may have. Both Spanish and Punjabi translations were provided. There was about 20 residents in attendance and the information meeting was a success.

This public hearing is the next step in the Proposition 218 process.

Water and Sewer Rates.

If there is no majority protest for the proposed water and sewer rates, the City Council may proceed to adopt the resolution adopting water and sewer rates which would become effective February 1, 2024. At the time of this staff report, the City Clerk and Finance Director only received one letter expressing concerns regarding the increase.

Storm Drain Rates.

Unlike the process for water and sewer, if there is not a majority protest, then the City must conduct an election of either the affected property owners/customers or the electorate residing in the affected area. The election shall be conducted not less than 45 days after the majority protest public hearing. Storm drain rates would be effective after the election.

The proposed water, sewer and storm drain Rates are as follows:

Proposed Monthly Water Rates
City of Kerman
Utility Rate Study

Meter Size Current		Proposed Proposition 218								
		February 1, 2024			January 1, 2025			January 1, 2026		
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee
3/4"	\$28.67	\$29.29	\$6.50	\$35.79	\$30.17	\$6.50	\$36.67	\$31.08	\$6.50	\$37.58
1"	\$43.81	\$44.80	\$7.15	\$51.95	\$46.14	\$7.15	\$53.29	\$47.52	\$7.15	\$54.67
1.5"	\$81.65	\$83.56	\$8.45	\$92.01	\$86.07	\$8.45	\$94.52	\$88.65	\$8.45	\$97.10
2"	\$127.07	\$130.08	\$9.75	\$139.83	\$133.98	\$9.75	\$143.73	\$138.00	\$9.75	\$147.75
3"	\$248.18	\$254.14	\$13.00	\$267.14	\$261.76	\$13.00	\$274.76	\$269.61	\$13.00	\$282.61
4"	\$384.43	\$393.70	\$16.25	\$409.95	\$405.51	\$16.25	\$421.76	\$417.68	\$16.25	\$433.93
6"	\$762.91	\$781.36	\$19.50	\$800.86	\$804.80	\$19.50	\$824.30	\$828.94	\$19.50	\$848.44
Volume Rate										
	\$1.27	\$1.33			\$1.37			\$1.41		
(\$/1,000 gallons)										
DROUGHT RATES - Volume Rate										
(\$/1,000 gallons)										
10% Water Cutback		\$1.39			\$1.43			\$1.47		
25% Water Cutback		\$1.51			\$1.55			\$1.60		
40% Water Cutback		\$1.68			\$1.73			\$1.79		
Meter Size		Proposed Proposition 218								
		January 1, 2027			January 1, 2028					
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee			
3/4"		\$32.01	\$6.50	\$38.51	\$32.97	\$6.50	\$39.47			
1"		\$48.95	\$7.15	\$56.10	\$50.42	\$7.15	\$57.57			
1.5"		\$91.31	\$8.45	\$99.76	\$94.05	\$8.45	\$102.50			
2"		\$142.14	\$9.75	\$151.89	\$146.40	\$9.75	\$156.15			
3"		\$277.70	\$13.00	\$290.70	\$286.03	\$13.00	\$299.03			
4"		\$430.21	\$16.25	\$446.46	\$443.12	\$16.25	\$459.37			
6"		\$853.81	\$19.50	\$873.31	\$879.42	\$19.50	\$898.92			
Volume Rate		\$1.45			\$1.49					
(\$/1,000 gallons)										
DROUGHT RATES - Volume Rate										
(\$/1,000 gallons)										
10% Water Cutback		\$1.52			\$1.56					
25% Water Cutback		\$1.65			\$1.70					
40% Water Cutback		\$1.84			\$1.89					

Current and Proposed Sewer Rates
City of Kerman
Utility Rate Study

Fixed Charges (\$/mo)	Current Rates	Proposed				
		1-Feb-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28
Residential						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$19.12</u>	<u>\$20.72</u>	<u>\$22.38</u>	<u>\$24.17</u>	<u>\$26.10</u>	<u>\$28.19</u>
Total	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Multi-Family Unit						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$10.75</u>	<u>\$15.54</u>	<u>\$16.78</u>	<u>\$18.12</u>	<u>\$19.57</u>	<u>\$21.14</u>
Total	\$26.28	\$31.33	\$33.83	\$36.53	\$39.45	\$42.61
Commercial (Base)	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Commercial Volume Rates (\$/1,000 gal)						
Low Strength	\$2.39	\$2.59	\$2.80	\$3.02	\$3.26	\$3.52
Medium Strength	\$2.75	\$2.98	\$3.22	\$3.48	\$3.76	\$4.06
High Strength	\$3.18	\$3.44	\$3.72	\$4.02	\$4.34	\$4.69

Proposed Monthly Storm Drain Rates
City of Kerman
Utility Rate Study

Customer Class	Current		Proposed					
			1-Apr-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	
Single Family	per account	\$1.60	per account	\$1.42	\$1.46	\$1.50	\$1.55	\$1.60
Multi-Family	per account	\$1.60	per acre	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66
Commercial	per account	\$1.60	per acre	\$11.85	\$12.21	\$12.58	\$12.96	\$13.35
Industrial	per account	\$1.60	per acre	\$13.33	\$13.73	\$14.14	\$14.56	\$15.00
Church	per account	\$1.60	per acre	\$7.40	\$7.62	\$7.85	\$8.09	\$8.33
Schools	per account	\$1.60	per acre	\$4.44	\$4.57	\$4.71	\$4.85	\$5.00
Parks	per account	\$1.60	per acre	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67

FISCAL IMPACT:

The proposed fees, if adopted, would generate an increase to all three funds to help maintain all infrastructure, operations and maintenance, new and ongoing capital projects, debt obligations and help maintain a healthy reserve balance for emergencies.

ATTACHMENTS:

- A. Resolution Adopting Water and Sewer Rate Increases, Commencing February 1, 2024, Authorizing a Storm Drain Election and Ballot Process for the Storm Drain Rates and Ratifying Proposition 218 Process w/Exhibit

Attachment ‘A’

RESOLUTION NO. 23-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN FINDING NO MAJORITY PROTESTS FOR WATER, SEWER, AND STORM DRAIN RATES; ADOPTING WATER AND SEWER RATE INCREASES COMMENCING FEBRUARY 1, 2024, AUTHORIZING A STORM DRAIN ELECTION AND BALLOT PROCESS FOR THE STORM DRAIN RATES AND RATIFYING PROPOSITION 218 PROCESS

WHEREAS, the City of Kerman (“City”) operates municipal water, sewer, and storm drain utilities providing service to residential, commercial and industrial customers; and

WHEREAS, City Staff and the City Council have analyzed the revenue and expenditure requirements for all of the City Enterprise Funds to determine the appropriate rate changes needed to meet these requirements; and

WHEREAS, water and sewer rates are proposed as listed in the Water, Sewer and Storm Drain Rate Study Final Report as **Exhibit ‘A’** which was approved by the Council on October 25, 2023; and

WHEREAS, City staff prepared and mailed a notice of public hearing to all property owners and tenants served by the City, as required by Proposition 218 (Cal. Const. Art. XIIID, 6); and

WHEREAS, the notice of public hearing instructed tenants and property owners on how and where to protest the proposed increase in water, sewer and storm drain service rates and the notice was developed in accordance with Proposition 218; and

WHEREAS, the notice of public hearing on the proposed increase of rates was published in the local newspaper and in a separate mailing to all Kerman utilities’ customers and property owners, with the newspaper publication and the separate mailing occurring at least 45 days prior to the public hearing; and

WHEREAS, the adoption of the proposed rate increases for water and sewer is exempt from California Environmental Quality Act (CEQA) under the California Public Resources Code Section 21080(b)(8); and

WHEREAS, the Council held a public hearing on December 13, 2023 and considered all a staff report, testimony, and protests regarding the increased utility rates; and

WHEREAS, at the public hearing the City did not receive written or verbal protests from a majority of the identified customers that would be subject to the proposed rates;

WHEREAS, the Council desires to proceed with the adoption of the new water and sewer rates; and

WHEREAS, the Council desires to initiate the ballot and election process for storm drain rates.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Kerman that based upon the foregoing recitals and information and testimony presented at the hearing of December 13, 2023, including attachments to the Report to the Council, the Council hereby resolves as follows:

- Section 1. The above recitals are true and correct and are incorporated by reference.
- Section 2. Finds that insufficient written protests were presented to prevent the proposed increased rates to water and sewer from being adopted; and
- Section 3. Finds that insufficient written protests were presented and thereby directs that an election and ballot process be initiated for storm drain rates;
- Section 4. Finds the adoption of the proposed utility services charges is exempts from CEQA under the California Public Resources Code 2010(b)(8); and
- Section 5. Ratifies the Proposition 218 process followed by the City; and
- Section 6. Adopts rates for water and sewer as listed in **Exhibit 'A'** attached hereto and incorporated by reference herein. The water and sewer rates shall become effective February 1, 2024. Rates for each subsequent year shall become effective on January 1st of each year thereafter.
- Section 6. Initiates the Storm Drain Election and Ballot Process.
- Section 7. All resolutions in conflict with this resolution are repealed.
- Section 8. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The Council declares that it would have adopted the Resolution and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact than any one or more sections, subsections, sentences, clauses, phrases, or portions is declared invalid or unconstitutional.
- Section 9. This resolution shall become effective upon adoption.

The foregoing resolution was approved by the City Council to the City of Kerman at a regular meeting held on the 13th, day of December 2023 and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

Exhibit 'A'



CITY OF KERMAN

Water, Wastewater, and Storm Drain Rate Study

FINAL REPORT
October 25, 2023



LECHOWICZ + TSENG
MUNICIPAL CONSULTANTS

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TABLE OF CONTENTS

SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY	1
1.1 Background	1
1.2 Requirements of Proposition 218	1
1.3 Rate Study Process	3
1.4 Proposed Rates	4
SECTION 2: CURRENT RATES AND CUSTOMER BASE	9
2.1 Current Water Rates and Usage Statistics	9
2.2 Current Wastewater Rates	10
2.3 Current Storm Drain Rates	11
SECTION 3: WATER REVENUE REQUIREMENT	12
3.1 Cost of Service	12
3.2 Cash Flow	12
SECTION 4: WATER COST ALLOCATION & RATE DESIGN	14
4.1 Background	14
4.2 Meter Equivalents	15
4.3 Unit Cost Calculation	16
4.4 Meter Fee Calculation	17
4.5 Proposed Water Rates	17
4.6 Drought Rates	19
4.7 Bill Impacts	20
SECTION 5: WASTEWATER REVENUE REQUIREMENT	22
5.1 Cost of Service	22
5.2 Cash Flow	22
SECTION 6: WASTEWATER COST ALLOCATION & RATE DESIGN	25
6.1 Cost Allocation	25
6.2 Flow Analysis	26
6.3 Unit Cost Calculation	27
6.4 Proposed Wastewater Rates and Bill Impacts	28
SECTION 7: STORM DRAIN REVENUE REQUIREMENT	31
7.1 Current Storm Drain Rates	31
7.2 Cost of Service and Cash Flow	31
SECTION 8: STORM DRAIN COST ALLOCATION AND RATE DESIGN	33
8.1 Storm Drain Cost Allocation	33
8.2 Proposed Storm Drain Rates and Bill Impacts	36
SECTION 9: CONCLUSIONS AND RECOMMENDATIONS	38
9.1 Rate Study Conclusions	38
9.2 Rate Impacts	38

SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY

1.1 Background

The City of Kerman (City) provides water and wastewater service to about 3,900 customers. The City's sole source of water supply is groundwater with some surface water purchased from the Fresno Irrigation District for recharge. The City owns and operates a local wastewater plant to treat and dispose of customer discharge. Kerman last conducted an in-depth water and sewer rate study in 2018. Rate updates are needed for the water and sewer utilities to maintain balanced budgets and fund infrastructure improvements. In particular, the sewer utility has spent down its reserves in recent years to fund deferred maintenance of the wastewater treatment plant. Sewer rate increases are needed to keep up with inflationary operating cost increases, maintain strong debt coverage, and build-up reserves over the next five years. This rate study also includes an analysis of storm drain rates which were not included in the 2018 rate study. The Storm Drain Enterprise Fund is currently operating at a deficit and must increase rates to meet the cost of providing service.

1.2 Requirements of Proposition 218

Proposition 218, the "Right to Vote on Taxes Act", was approved by California voters in November 1996 and is codified as Articles XIIC and XIID of the California Constitution. Proposition 218 establishes requirements for imposing any new or increasing any existing property-related fees and charges. For many years, there was no legal consensus on whether water and sewer service fees met the definition of "property-related fees." In July 2007, the California Supreme Court essentially confirmed that Proposition 218 applies to water and wastewater service fees.

1.2.1 Water and Sewer Rate Adjustments

The City must follow the procedural requirements of Proposition 218 for water and sewer rate increases. These requirements include:

1. **Noticing Requirement** – The City must mail a notice of the proposed rate increases to all affected property owners or utility customers (ratepayers). The notice must specify the amount of the fee, the basis upon which it was calculated, the reason for the fee, and the date/time/location of a public rate hearing at which the proposed rates will be considered/adopted.
2. **Public Hearing** – The City must hold a public hearing prior to adopting the proposed rate increases. The public hearing must be held not less than 45 days after the required notices are mailed.
3. **Rate Increases Subject to Majority Protest** - At the public hearing, the proposed rate increases are subject to majority protest. If more than 50% of affected property owners or customers submit written protests against the proposed rate increases, the increases cannot be adopted.

Proposition 218 also established substantive requirements that apply to water and sewer rates and charges, including:

1. **Cost of Service** - Revenues derived from the fee or charge cannot exceed the funds required to provide the service. In essence, fees cannot exceed the “cost of service”.
2. **Intended Purpose** - Revenues derived from the fee or charge can only be used for the purpose for which the fee was imposed.
3. **Proportional Cost Recovery** - The amount of the fee or charge levied on any customer shall not exceed the proportional cost of service attributable to that customer.
4. **Availability of Service** - No fee or charge may be imposed for a service unless that service is used by, or immediately available to, the owner of the property.
5. **General Government Services** - No fee or charge may be imposed for general governmental services where the service is available to the public at large.

Charges for water and sewer collection are exempt from additional voting requirements of Proposition 218, provided the charges do not exceed the cost of providing service and are adopted pursuant to procedural requirements of Proposition 218.

1.2.2 Storm Drain Rate Adjustments

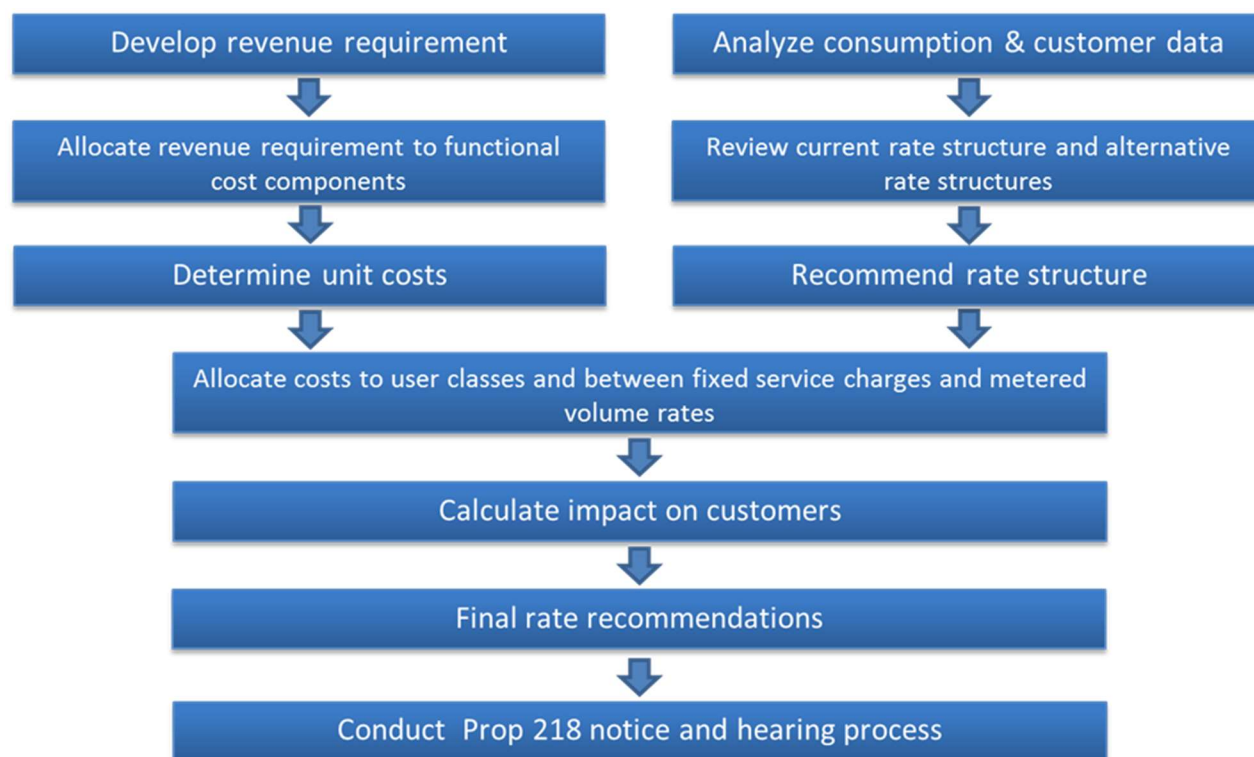
Storm drain rates are also property-related fees subject to the substantive requirements listed above. However, storm drain rates are subject to the following procedural requirements:

1. **Noticing Requirement** - The City must mail a notice of the proposed rate increases to all affected property owners or customers. The notice must specify the amount of the fee, the basis upon which it was calculated, the reason for the fee, and the date/time/location of a public rate hearing at which the proposed rates will be considered/adopted.
2. **Public hearing** - The City must hold a public hearing prior to adopting the proposed rate increases. The public hearing must be held not less than 45 days after the required notices are mailed.
3. **Election** - Unlike the process for water and sewer, if there is not a majority protest, then the City must conduct an election of either the affected property owners/customers or the electorate residing in the affected area. The election shall be conducted not less than 45 days after the majority protest public hearing.
4. **Tabulation** - Tabulate ballots and certify the outcome of the election. Each parcel subject to the fee has one vote. No weighted ballot process is required for the adoption of property-related fees such as storm drain service fees. 50% majority approval of received ballots is required to adopt the fee.

1.3 Rate Study Process

This section details the development of the City's utility rates via the Proposition 218 process as shown in the following figure.

Figure 1: Comprehensive Cost of Service Study Process



The following is a brief description of the rate study process:

- **Revenue Requirements** - Revenue requirements are analyzed via financial plans developed from utility budgets. Based on the best information currently available, the financial plans incorporate projected operation and maintenance costs, capital expenditures, debt service, and growth to estimate annual revenue requirements. The plans serve as a roadmap for funding the City's future operating and capital programs while maintaining long-term fiscal stability.
- **Cost of Service Allocation** - The cost of service process builds on the financial plan analysis and assigns costs to functional cost components.
- **Rate Design** - Rate design involves developing a rate structure that proportionately recovers costs from customers. Final rate recommendations are designed to (a) fund the utilities' short-

and long-term costs of providing service; (b) proportionately allocate costs to all customers and customer classes; and (c) comply with the substantive requirements of Proposition 218.

1.4 Proposed Rates

The findings and recommendations presented in this report were developed with substantial input from staff and City Council. The proposed water, wastewater, and storm drain rates are provided in Table 1, Table 2, and Table 3 respectively. The first rate changes are proposed to go into effect February 1, 2024, for water and sewer, and April 1, 2024, for storm drain service. It is proposed that rate changes for subsequent years for all three utilities go into effect each January 1 through 2028.

1.4.1 Proposed Water Rates

For water service, the City charges a fixed meter fee based on the size of the meter plus a volume rate billed to each 1,000 gallons of water used. It is proposed that the current meter fee and volume rate be increased to keep up with inflationary cost increases. The proposed water rates also include a schedule of drought rates, which would only be implemented during a water shortage emergency as declared by City Council or the Governor. The City does not currently have a schedule of drought rates. Under drought conditions, the meter charges would remain the same, but the consumption rate would increase according to the level of water cutback. Drought rates are intended to make the City financially whole, cover costs, and avoid a loss of revenues due to lower water sales.

It is also proposed that the City increase the current water meter replacement fee of \$0.50 per month per customer. The cost of meter replacement ranges from a few hundred dollars to thousands based on meter size and the City intends to accumulate funds over time to cover these costs. It is proposed that the 3/4" meter replacement fee be set at \$6.50 per month and the replacement fee for larger meters be scaled up, see Table 1.

1.4.2 Proposed Sewer Rates

For wastewater service, the City bills residential customers a fixed monthly charge which encompasses customer service, capacity, and flow related costs. Commercial customers are charged a fixed base fee plus volume rates based on wastewater pollutant strength. No rate structure changes are proposed for the wastewater rates. The single family residential bill is proposed to increase from \$34.65 to \$36.51 per month on February 1, 2024, see Table 2.

1.4.3 Proposed Storm Drain Rates

Storm drain rates are currently billed as a fixed charge of \$1.60 per month for residential customers and a volume rate of \$0.0736 per 1,000 gallon of metered water use (if over the \$1.60 minimum) for non-residential customers. It is recommended that the City bill for storm services based on land use type and parcel size as these factors are more indicative of each customer's impact on the storm drain system, see Table 3. It is proposed that all single family residential customers be charged the cost of service of an average residential parcel based on 0.19 acres.

Table 1: Current and Proposed Monthly Water Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	Current *	Proposed Proposition 218								
		February 1, 2024			January 1, 2025			January 1, 2026		
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee
3/4"	\$28.67	\$29.29	\$6.50	\$35.79	\$30.17	\$6.50	\$36.67	\$31.08	\$6.50	\$37.58
1"	\$43.81	\$44.80	\$7.15	\$51.95	\$46.14	\$7.15	\$53.29	\$47.52	\$7.15	\$54.67
1.5"	\$81.65	\$83.56	\$8.45	\$92.01	\$86.07	\$8.45	\$94.52	\$88.65	\$8.45	\$97.10
2"	\$127.07	\$130.08	\$9.75	\$139.83	\$133.98	\$9.75	\$143.73	\$138.00	\$9.75	\$147.75
3"	\$248.18	\$254.14	\$13.00	\$267.14	\$261.76	\$13.00	\$274.76	\$269.61	\$13.00	\$282.61
4"	\$384.43	\$393.70	\$16.25	\$409.95	\$405.51	\$16.25	\$421.76	\$417.68	\$16.25	\$433.93
6"	\$762.91	\$781.36	\$19.50	\$800.86	\$804.80	\$19.50	\$824.30	\$828.94	\$19.50	\$848.44
Volume Rate (\$/1,000 gallons)	\$1.27			\$1.33			\$1.37			\$1.41
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.39			\$1.43			\$1.47
25% Water Cutback				\$1.51			\$1.55			\$1.60
40% Water Cutback				\$1.68			\$1.73			\$1.79
Meter Size		Proposed Proposition 218								
		January 1, 2027			January 1, 2028					
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee			
3/4"		\$32.01	\$6.50	\$38.51	\$32.97	\$6.50	\$39.47	* includes \$0.50 meter replacement fee "Meter fee" – proposed meter replacement fee		
1"		\$48.95	\$7.15	\$56.10	\$50.42	\$7.15	\$57.57			
1.5"		\$91.31	\$8.45	\$99.76	\$94.05	\$8.45	\$102.50			
2"		\$142.14	\$9.75	\$151.89	\$146.40	\$9.75	\$156.15			
3"		\$277.70	\$13.00	\$290.70	\$286.03	\$13.00	\$299.03			
4"		\$430.21	\$16.25	\$446.46	\$443.12	\$16.25	\$459.37			
6"		\$853.81	\$19.50	\$873.31	\$879.42	\$19.50	\$898.92			
Volume Rate (\$/1,000 gallons)				\$1.45			\$1.49			
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.52			\$1.56			
25% Water Cutback				\$1.65			\$1.70			
40% Water Cutback				\$1.84			\$1.89			

Table 2: Current and Proposed Monthly Wastewater Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Fixed Charges (\$/mo)	Current	Proposed Proposition 218				
		February 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Residential						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$19.12</u>	<u>\$20.72</u>	<u>\$22.38</u>	<u>\$24.17</u>	<u>\$26.10</u>	<u>\$28.19</u>
Total	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Multi-Family Unit						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$10.75</u>	<u>\$15.54</u>	<u>\$16.78</u>	<u>\$18.12</u>	<u>\$19.57</u>	<u>\$21.14</u>
Total	\$26.28	\$31.33	\$33.83	\$36.53	\$39.45	\$42.61
Commercial (Base)	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Commercial Volume Rates (\$/1,000 gal)						
Low Strength	\$2.39	\$2.59	\$2.80	\$3.02	\$3.26	\$3.52
Medium Strength	\$2.75	\$2.98	\$3.22	\$3.48	\$3.76	\$4.06
High Strength	\$3.18	\$3.44	\$3.72	\$4.02	\$4.34	\$4.69

Table 3: Current and Proposed Monthly Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Billing Method	Current	Proposed Proposition 218 ⁺					
			Billing Method	April 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Single Family	Per dwelling	\$1.60	Per dwelling	\$1.42	\$1.46	\$1.50	\$1.55	\$1.60
Multi-family	Per dwelling	\$1.60	Per acre	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66
Commercial	*	*	Per acre	\$11.85	\$12.21	\$12.58	\$12.96	\$13.35
Industrial	*	*	Per acre	\$13.33	\$13.73	\$14.14	\$14.56	\$15.00
Church	*	*	Per acre	\$7.40	\$7.62	\$7.85	\$8.09	\$8.33
Schools	*	*	Per acre	\$4.44	\$4.57	\$4.71	\$4.85	\$5.00
Parks	*	*	Per acre	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67

* Currently, all non-residential customers are billed based on metered water service. The current rate is \$0.0736/1,000 gallons of non-irrigation water use with a minimum fee of \$1.60 per month.

+ For accounts for which the City cannot determine a parcel size, the minimum fee is 1/5 of the proposed rate per acre

1.4.4 Bill Impacts

The typical monthly water use of a single family customer is 14,000 gallons per month and the most common residential meter size is 3/4". Based on these parameters, the City's current typical combined utility bill (water, sewer, and storm) is \$82.70 per month. After the proposed 2024 increase, the typical residential bill would increase to \$92.34 per month, an increase of about 12%, see Figure 2. A survey comparing the City of Kerman's current and proposed 2024 water and sewer bill with other local utilities is provided in Figure 3.

Figure 2: Combined Average Single Family Residential Bill

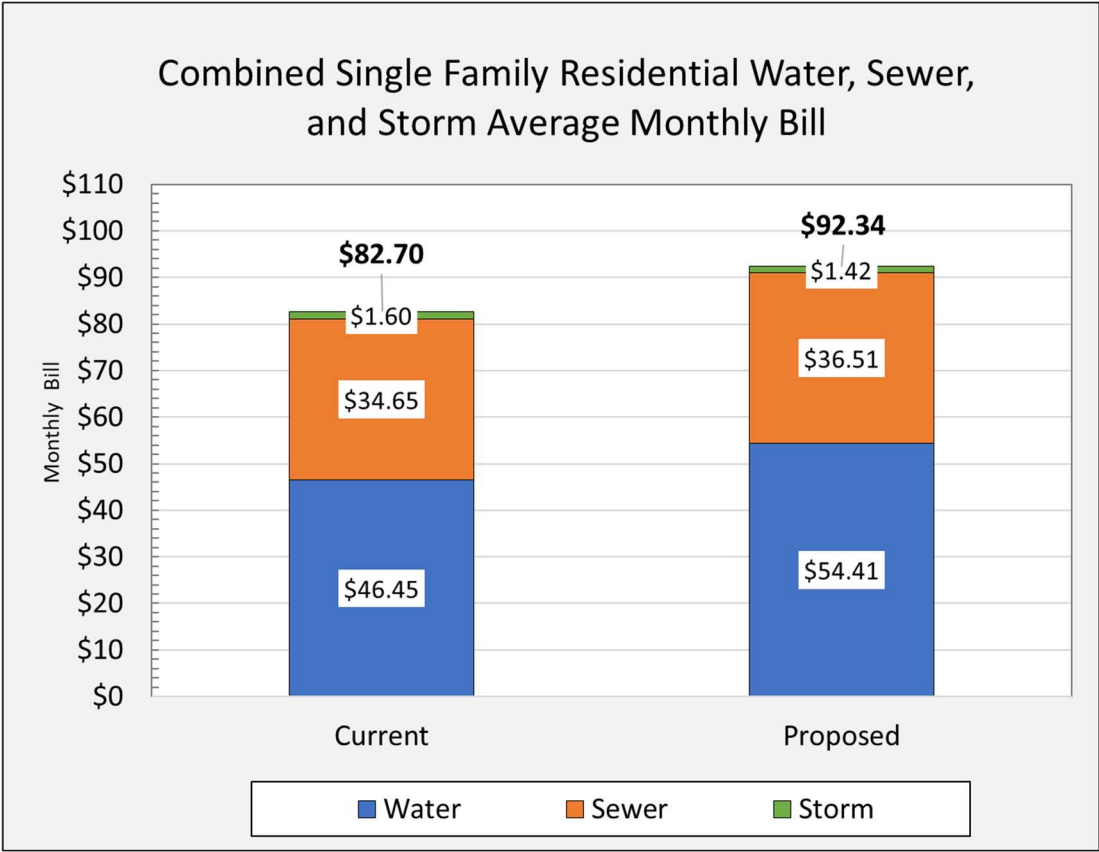
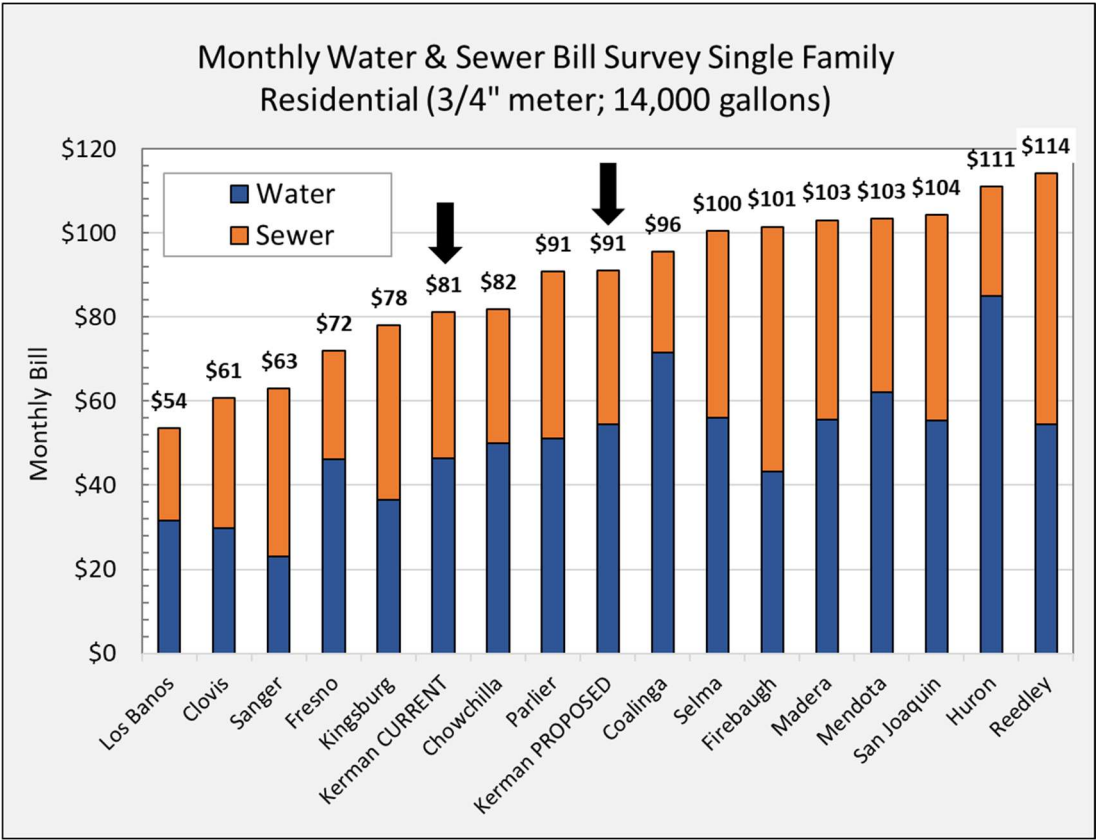


Figure 3: Water and Sewer Bill Survey



SECTION 2: CURRENT RATES AND CUSTOMER BASE

This section provides an overview of the City's current water, wastewater, and storm drain rates, customer base, water usage statistics, and current rate revenues.

2.1 Current Water Rates and Usage Statistics

The City bills for water, sewer, and storm drain service monthly. Customers are charged based on the size of their water meter ranging from 3/4" up to 6". In addition, the City bills all customers a \$0.50 fee to accumulate funds for the eventual replacement of the meter at the end of its useful life. The meter replacement fee is estimated to generate about \$23,500 annually. Customers are also billed a uniform volume rate through which all consumption is charged \$1.27/1,000 gallons, see Table 4. At current rates (effective January 1, 2023), it is estimated that the City would collect about \$2.8 million annually not including the meter replacement fee. About two thirds of revenues are collected from fixed fees and about one third of rate revenues are collected from volume rates.

Table 4: Current Customers by Meter Size and Estimated Water Use
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	# of Customers	Current Meter Replacement Fee	Annual Meter Replacement Revenues	Current Monthly Base Fee	Annual Base Fee Revenues	% of total [1]
3/4"	2,979	\$0.50	\$17,874	\$28.17	\$1,007,021	
1"	752	\$0.50	\$4,512	\$43.31	\$390,829	
1.5"	41	\$0.50	\$246	\$81.15	\$39,926	
2"	115	\$0.50	\$690	\$126.57	\$174,667	
3"	12	\$0.50	\$72	\$247.68	\$35,666	
4"	20	\$0.50	\$120	\$383.93	\$92,143	
6"	4	\$0.50	\$24	\$762.41	\$36,596	
	3,923		\$23,538		\$1,776,848	63.6%
Consumption (1,000 gals)	801,627			\$1.27 (\$/1,000 gal)	\$1,018,066	36.4%
				Subtotal	\$2,794,914	100.0%
				Less 1% delinquency	<u>(\$27,949)</u>	
				Total	\$2,766,965	

1 – Does not include meter replacement fee revenues

2.2 Current Wastewater Rates

The City of Kerman has a separate schedule of charges for single family residential, multi-family residential, and commercial sewer customers, see Table 5. Single family and multi-family customers are billed a fixed monthly fee per dwelling unit consisting of a base charge plus a flow charge. The base charge is the same for both residential customer classes, but each class pays a different flow charge. The base charge reflects the common customer service costs while the flow charge accounts for the greater volume of wastewater discharge of single family customers.

Commercial customers are charged different fees based on the different challenges associated with providing wastewater services to commercial customers. The base charge is the same as for the residential customer classes and is used to offset the costs of customer service. Unlike the residential classes, commercial customers are charged one of three different flow rates. These three classes of commercial customers are low, medium, and high strength, which correspond to the wastewater pollutant characteristics (biochemical oxygen demand and total suspended solids) of each group. Per City policy, commercial customers use dedicated irrigation meters for outdoor water use (i.e. use that is not discharged into the sewer). Irrigation water use is not billed for wastewater service.

Table 5: Current Wastewater Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class		Current Rate	
Single Family Residential			
Base	\$15.53		
Flow	<u>\$19.12</u>		
Total	\$34.65	\$ /month per dwelling unit	
Multifamily Residential			
Base	\$15.53		
Flow	<u>\$10.75</u>		
Total	\$26.28	\$ /month per dwelling unit	
Commercial			
Base	\$15.53	\$ /month per account +	
Low Strength	\$2.39	\$ /1,000 gallons	
Medium Strength	\$2.75	\$ /1,000 gallons	
High Strength	\$3.18	\$ /1,000 gallons	

Table 6 provides estimated annual Wastewater Fund rate revenues. About 95% of revenues are collected from the fixed residential and commercial customer charges and about 5% of rate revenues are collected from commercial flow rates.

Table 6: Estimated Sewer Revenues at Current Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Category	Customer Count	Fixed Monthly Fee	Fixed Annual Revenue	
Commercial Accounts	188	\$15.53	\$35,036	
Single Family Dwelling Units	3,439	\$34.65	\$1,429,936	
Multi Family Dwelling Units	<u>1,114</u>	\$26.28	<u>\$351,311</u>	
Total Accounts/Dwelling Units	4,741		\$1,816,283	95.3%
	Annual Commercial Flows (1,000 gal)	\$/1,000 gal	Volumetric Annual Revenue	
Low Strength	15,663	\$2.39	\$37,435	
Medium Strength	4,490	\$2.75	\$12,347	
High Strength	<u>12,460</u>	\$3.18	<u>\$39,624</u>	
Total Commercial Flows	32,613		\$89,406	4.7%
Total Annual Revenue			\$1,905,689	100.0%

2.3 Current Storm Drain Rates

Currently, residential customers (single- and multi-family) are charged a flat rate of \$1.60 per month while all other customer classes (commercial, industrial, church, school, and park) are charged a flow-based fee at a rate of \$0.0736 per 1,000 gallons with a \$1.60 minimum charge, see Table 7 below. The storm drain rates currently generate about \$83,000 in annual revenues.

Table 7: Current Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Billing Method	Current
Single Family	Per dwelling unit	\$1.60
Multifamily	Per dwelling unit	\$1.60
Commercial	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Industrial	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Church	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Schools	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Parks	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.

SECTION 3: WATER REVENUE REQUIREMENT

Proposition 218 requires that utility rates be based on the reasonable cost of providing service to customers. The cost of service includes annual operating expenses, debt service payments, capital projects, and the accumulation of appropriate reserves. The water, wastewater, and storm drain utility costs of service were developed based on the FY2023/24 adopted budget, capital projects developed by staff, and reserve recommendations based on industry standard practice.

3.1 Cost of Service

In FY2024, the water utility's operating budget is approximately \$1.98 million including costs from both the Water Operations Fund and the Water Administrative Fund. Major line-items include administration, salaries and benefits, groundwater management expenses, utilities (electricity for pumping), and chlorine. Most costs are projected to increase by 3% annually. Operations also funds debt service for the City's 2003 State Water Resources Control Board (SWRCB) loan. The annual cost is \$165,000. The loan has a 20-year term and will mature January 2028. The cost of service also includes repair and replacement projects that correct deficiencies in existing infrastructure. Costs associated with system expansion are funded by impact fees and major facilities fees and are not included in this rate study. In FY2025 and beyond, the cost of service includes funding of \$307,000 of annual capital costs to cover items such as pipeline repairs and replacements, main breaks, replacement of large equipment or vehicles, and other unanticipated needs.

The main revenue source to cover operations is water rate revenues. Current rate revenues are estimated at \$2.8 million excluding meter replacement fee revenues, see Table 4. Other revenue sources include interest earnings, water wasting violations, credit card convenience fees, and miscellaneous revenues. Non-rate revenue sources are projected to generate about \$40,000 annually.

It is recommended that the Operations Fund maintain reserves equal to 50% of annual operating costs (including capital outlay and excluding other capital projects) plus 100% of the annual debt service cost. Fund reserves are a critical tool that allow the City to maintain its financial health and positive credit rating during emergencies. Moreover, funding can be drawn from reserves to supplement rate revenues lost during drought conditions.

3.2 Cash Flow

The Water Fund operating cash flow is provided in Table 8. It is proposed that the City adopt inflationary rate increases of 3% annually keep up with the costs of materials and supplies. This level of rate increase will allow the Water Fund to continue to generate positive net revenues, pay off debt, and accumulate reserves for future capital projects.

Table 8: Water Cash Flow
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Proposition 218				
	FY2024	FY2025	FY2026	FY2027	FY2028
Effective Date	Feb 1	Jan 1	Jan 1	Jan 1	Jan 1
Rate Revenue Increase	3.00%	3.00%	3.00%	3.00%	3.00%
Beginning Fund Balance	\$1,074,000	\$1,547,000	\$1,879,000	\$2,212,000	\$2,544,000
REVENUES					
Water Rates [1]	2,802,000	2,884,000	2,971,000	3,060,000	3,152,000
Interest Earnings	10,000	10,000	10,000	10,000	10,000
Penalties	10,000	10,000	10,000	10,000	10,000
Misc	20,000	20,000	20,000	20,000	20,000
TOTAL REVENUES	2,842,000	2,924,000	3,011,000	3,100,000	3,192,000
Operating Expenses					
Water Admin (Account 410 5005)	525,000	541,000	557,000	574,000	591,000
Staffing	622,000	653,000	686,000	720,000	756,000
Water Conservation Measures	40,000	41,000	42,000	43,000	44,000
Professional Services	97,000	100,000	103,000	106,000	109,000
Utilities	425,000	489,000	513,000	539,000	566,000
Surface Water (Fresno Irrigation District)	58,000	60,000	62,000	64,000	66,000
Chlorine and Supplies [2]	55,000	72,000	74,000	76,000	78,000
State Fees and Permits	25,000	26,000	27,000	28,000	29,000
Groundwater Sustainability	24,000	25,000	26,000	27,000	28,000
Hydrant Meter Replacements	5,000	5,000	5,000	5,000	5,000
Internal Service Funds, Misc., Admin	105,000	108,000	111,000	114,000	117,000
Total Operating Expenses	1,981,000	2,120,000	2,206,000	2,296,000	2,389,000
Net Operating Revenues	861,000	804,000	805,000	804,000	803,000
Debt Service - 2003 Loan	165,000	165,000	165,000	165,000	165,000
Debt Coverage Ratio	5.2	4.9	4.9	4.9	4.9
Capital Funding					
Miscellaneous Repairs	100,000	300,000	300,000	300,000	300,000
Water Conservation Measures	7,000	7,000	7,000	7,000	7,000
Well 12 Repairs	2,500	0	0	0	0
Update PLC/HMI Upgrade/ Flowmeter Compatibility	91,500	0	0	0	0
Well 17 Repairs	10,000	0	0	0	0
500 gal Chlorine Tanks (6)	12,000	0	0	0	0
Total Capital	223,000	307,000	307,000	307,000	307,000
Total Net Revenues	473,000	332,000	333,000	332,000	331,000
Ending Fund Balance	1,547,000	1,879,000	2,212,000	2,544,000	2,875,000
Recommended Fund Balance (6 month O&M plus debt payment)	1,156,000 YES	1,218,000 YES	1,261,000 YES	1,306,000 YES	1,352,000 YES

Note: meter replacement fee revenues are not reflected in the cash flows. It is assumed that these revenues will be transferred to a designated fund.

1 - Rate revenues for each fiscal year reflect a portion of the year billed at the prior calendar year's rates and a portion of the year reflecting the rate increase shown

2 - Cost increase of 30% in FY2025 for new chlorination expenses for all seven wells

SECTION 4: WATER COST ALLOCATION & RATE DESIGN

The revenue requirement detailed in the previous section determines the amount of revenue to be recovered from water rates. The cost of service allocation determines how revenues will be recovered from customers based on how they use the water system. Proposition 218 requires that agencies providing “property-related services” (including water utility service) set rates and charges that are based on the cost of providing those services.

4.1 Background

The purpose of the cost allocation is to classify costs and to determine the amount of revenue that will be recovered from fixed charges and from volume rates. The American Water Works Association (AWWA) recommends methods to classify costs among various customer including the Base-Extra Capacity Method and the Commodity-Demand Method. These methods are particularly useful for water utilities that assign costs between average and peak use and allocate costs across different customer classes. The City of Kerman has not determined peaking factors and has a simple rate structure consisting of a schedule of meter fees and a single volume rate applicable to all customers. Rates are not differentiated by customer class. Thus, it is recommended that the City continue to use a simplified cost allocation method whereby volume rates recover the costs of expenses related to providing water under average demand and peak demand conditions as well as long-term supply. Meter fees recover fixed costs associated with maintaining water system capacity and customer service fees recover costs associated with administration, billing, and answering customer inquiries, see Table 9. It is proposed that about 36.7% of rate revenues be collected from volume rates and about 63.3% of rate revenues be collected from fixed charges.

Table 9: Water Cost Allocation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Budget	Cost Allocation		
	FY2024	Cust. Serv	Meter Fees	Volume Rates
Operating Expenses				
Water Admin (Account 410 5005)	525,000	33%	67%	0%
Staffing	622,000	0%	50%	50%
Water Conservation Measures	40,000	0%	0%	100%
Professional Services	97,000	25%	75%	0%
Utilities	425,000	0%	0%	100%
Surface Water FID	58,000	0%	0%	100%
Chlorine and Supplies	55,000	0%	0%	100%
State Fees and Permits	25,000	0%	100%	0%
Groundwater Sustainability	24,000	0%	100%	0%
Hydrant Meter Replacements	5,000	0%	100%	0%
Internal Service Funds, Misc., Admin	<u>105,000</u>	<u>33%</u>	<u>67%</u>	<u>0%</u>
Total Operating Expenses	1,981,000	234,250	857,750	889,000
Debt Service - 2003 Loan	165,000	<u>0%</u>	<u>100%</u>	<u>0%</u>
		0	165,000	0
Capital Funding (5-year avg)				
Miscellaneous Repairs	260,000	0%	100%	0%
Water Conservation Measures	7,000	50%	0%	50%
Well 12 Repairs	500	0%	100%	0%
Update PLC/HMI Upgrade/Flowmeter	18,300	0%	100%	0%
Well 17 Repairs	<u>2,000</u>	<u>0%</u>	<u>100%</u>	<u>0%</u>
Total Capital	287,800	3,500	280,800	3,500
Total Cost of Service	2,433,800	237,750	1,303,550	892,500
Proposed Cost Allocation	100.0%	9.8%	53.6%	36.7%

4.2 Meter Equivalents

Based on AWWA guidelines, it is proposed that the meter fees (and associated costs to maintain capacity in the water system) be scaled to the maximum flow rate in gallons per minute (gpm) of each meter size. The flow of larger meters compared to the 3/4" meter determines the number of meter equivalents. Meter equivalents for FY2024 are calculated in Table 10.

Table 10: Meter Equivalents
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	# of Customers	Operating Capacity (gpm) [1]	Meter Ratio	# of Meter Equivalents [2]
3/4"	2,979	30	1.00	2,979.00
1"	752	50	1.67	1,253.33
1.5"	41	100	3.33	136.67
2"	115	160	5.33	613.33
3"	12	320	10.67	128.00
4"	20	500	16.67	333.33
6"	<u>4</u>	1,000	33.33	<u>133.33</u>
	3,923			5,577.00

[1] Gallons per minute (gpm) safe maximum operating capacity for C712-10 singlejet type meter

[2] Meter ratio times number of meters

4.3 Unit Cost Calculation

Table 11 calculates the unit costs for the water rates and charges for FY2024. \$2.85 million is the revenue requirement used for rate design and the amount that would be collected if rates were applied to 12 months, absent any delinquencies. In practice, the rates calculated in Table 11 would go into effect February 1, 2024 and would be in effect for 5 months of FY2024. Thus, the total rate revenue for the fiscal year would reflect 7 months at the old rate and 5 months at the new rates.

Table 11: FY2024 Water Unit Cost Calculation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Customer Service	Base Fees	Volume Rates	FY2024 Full Year's Rate Revenue [1]
Cost Allocation %	9.8%	53.6%	36.7%	100.0%
FY2024 Rate Revenues	\$278,000	\$1,526,000	\$1,045,115	\$2,849,974
Count	3,845	5,465	785,594	
Billing Units	# of meters	Meter Equivalents	1,000 gals [2]	
Rate	\$6.03 \$/month	\$23.26 \$/month	\$1.33 \$/1,000 gallons	

[1] If the February 1, 2024 rate was in effect for 12 months

[2] Reflects 2% reduction in water use compared to current use shown in Table 4

4.4 Meter Fee Calculation

Table 12 provides the proposed fixed charges for FY2024 based on meter size. The base meter fee calculated in Table 11 is scaled by the meter ratios provided in Table 10. This is added to the customer service fee, which is the same for all meter sizes, to equal the total proposed base fee. In addition, it is proposed that customers pay fixed monthly meter replacement fees to set aside funds to replace water meters at the end of their useful lives. The current water meter replacement fee of \$0.50 per month collects about \$23,500 annually and the proposed water meter replacement fees will collect about \$321,000 annually.

Table 12: Proposed FY2024 Water Meter Fees
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	Meter Ratio		\$/equivalent	Base Meter Fee	Customer Service Charge	Total Proposed Base Fee	Meter Replacement Fee
3/4"	1.00	X	\$23.26	\$23.26	\$6.03	\$29.29	\$6.50
1"	1.67	X	\$23.26	\$38.77	\$6.03	\$44.80	\$7.15
1.5"	3.33	X	\$23.26	\$77.53	\$6.03	\$83.56	\$8.45
2"	5.33	X	\$23.26	\$124.05	\$6.03	\$130.08	\$9.75
3"	10.67	X	\$23.26	\$248.11	\$6.03	\$254.14	\$13.00
4"	16.67	X	\$23.26	\$387.67	\$6.03	\$393.70	\$16.25
6"	33.33	X	\$23.26	\$775.33	\$6.03	\$781.36	\$19.50

4.5 Proposed Water Rates

Table 13 provides the five-year schedule of proposed monthly water rates. The February 1, 2024 rate adjustment reflects the cost allocation described in the previous sections. Rates are increased by 3% annually in subsequent years to reflect the cost of service increase shown in Table 8. The schedule of proposed rates also includes drought rates which are described in the next section.

Table 13: Proposed Monthly Water Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	Current	Proposed Proposition 218								
		February 1, 2024			January 1, 2025			January 1, 2026		
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee
3/4"	\$28.67	\$29.29	\$6.50	\$35.79	\$30.17	\$6.50	\$36.67	\$31.08	\$6.50	\$37.58
1"	\$43.81	\$44.80	\$7.15	\$51.95	\$46.14	\$7.15	\$53.29	\$47.52	\$7.15	\$54.67
1.5"	\$81.65	\$83.56	\$8.45	\$92.01	\$86.07	\$8.45	\$94.52	\$88.65	\$8.45	\$97.10
2"	\$127.07	\$130.08	\$9.75	\$139.83	\$133.98	\$9.75	\$143.73	\$138.00	\$9.75	\$147.75
3"	\$248.18	\$254.14	\$13.00	\$267.14	\$261.76	\$13.00	\$274.76	\$269.61	\$13.00	\$282.61
4"	\$384.43	\$393.70	\$16.25	\$409.95	\$405.51	\$16.25	\$421.76	\$417.68	\$16.25	\$433.93
6"	\$762.91	\$781.36	\$19.50	\$800.86	\$804.80	\$19.50	\$824.30	\$828.94	\$19.50	\$848.44
Volume Rate (\$/1,000 gallons)	\$1.27			\$1.33			\$1.37			\$1.41
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.39			\$1.43			\$1.47
25% Water Cutback				\$1.51			\$1.55			\$1.60
40% Water Cutback				\$1.68			\$1.73			\$1.79
Meter Size		Proposed Proposition 218								
		January 1, 2027			January 1, 2028					
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee			
3/4"		\$32.01	\$6.50	\$38.51	\$32.97	\$6.50	\$39.47			
1"		\$48.95	\$7.15	\$56.10	\$50.42	\$7.15	\$57.57			
1.5"		\$91.31	\$8.45	\$99.76	\$94.05	\$8.45	\$102.50			
2"		\$142.14	\$9.75	\$151.89	\$146.40	\$9.75	\$156.15			
3"		\$277.70	\$13.00	\$290.70	\$286.03	\$13.00	\$299.03			
4"		\$430.21	\$16.25	\$446.46	\$443.12	\$16.25	\$459.37			
6"		\$853.81	\$19.50	\$873.31	\$879.42	\$19.50	\$898.92			
Volume Rate (\$/1,000 gallons)				\$1.45			\$1.49			
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.52			\$1.56			
25% Water Cutback				\$1.65			\$1.70			
40% Water Cutback				\$1.84			\$1.89			

4.6 Drought Rates

It is recommended that the City of Kerman adopt a series of drought rates. Drought rates are only implemented during a water shortage emergency as declared by the Governor or the City Council, allowing for financial stability during periods of reduced water sales. During water shortages, a water utility has two core objectives: 1) to reduce the amount of water customers consume, and 2) to maintain an adequate amount of revenue to continue operations. The two competing objectives work against each other because as less water is sold, it becomes more difficult to maintain adequate revenue to cover an agency's costs. It should be noted that under drought conditions, certain expenses will decrease relative to the decrease in water use such as electricity, supplies, and chemicals. However, other costs to operate the water system such as staffing and maintaining long-term supply remain the same. The reduction in cost during drought conditions is reflected in the revenue requirements shown in Table 14.

Drought rates are designed to cover costs at decreased levels of consumption. The City recognizes that ratepayers are already doing their part to conserve. Therefore, applying the drought surcharge to only the consumption charge component gives customers the increased ability to control a portion of their water bills. The proposed drought rates would be charged on a temporary basis and would be phased out when the City determines that water supply conditions have returned to normal and drought-related costs and revenue reductions have been recovered. Drought rates may be implemented by the City Council's adoption of a resolution with findings that a water shortage emergency has been declared by the Governor or City Council and that an actual shortage is demonstrated through water bills for at least sixty (60) days.

Table 14: Drought Rate Calculation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	FY2024	FY2025	FY2026	FY2027	FY2028
VOLUME RATE REVENUE REQUIREMENT - 10% Cutback					
Total Volume Revenue Requirement	\$982,116	\$1,011,579	\$1,041,927	\$1,073,184	\$1,105,380
<u>Total Consumption</u>	<u>707,035</u>	<u>707,035</u>	<u>707,035</u>	<u>707,035</u>	<u>707,035</u>
Proposed Rate (\$/1,000 gal)	\$1.39	\$1.43	\$1.47	\$1.52	\$1.56
VOLUME RATE REVENUE REQUIREMENT - 25% Cutback					
Total Volume Revenue Requirement	\$887,616	\$914,245	\$941,672	\$969,922	\$999,020
<u>Total Consumption</u>	<u>589,196</u>	<u>589,196</u>	<u>589,196</u>	<u>589,196</u>	<u>589,196</u>
Proposed Rate (\$/1,000 gal)	\$1.51	\$1.55	\$1.60	\$1.65	\$1.70
VOLUME RATE REVENUE REQUIREMENT - 40% Cutback					
Total Volume Revenue Requirement	\$793,117	\$816,910	\$841,417	\$866,660	\$892,660
<u>Total Consumption</u>	<u>471,357</u>	<u>471,357</u>	<u>471,357</u>	<u>471,357</u>	<u>471,357</u>
Proposed Rate (\$/1,000 gal)	\$1.68	\$1.73	\$1.79	\$1.84	\$1.89

4.7 Bill Impacts

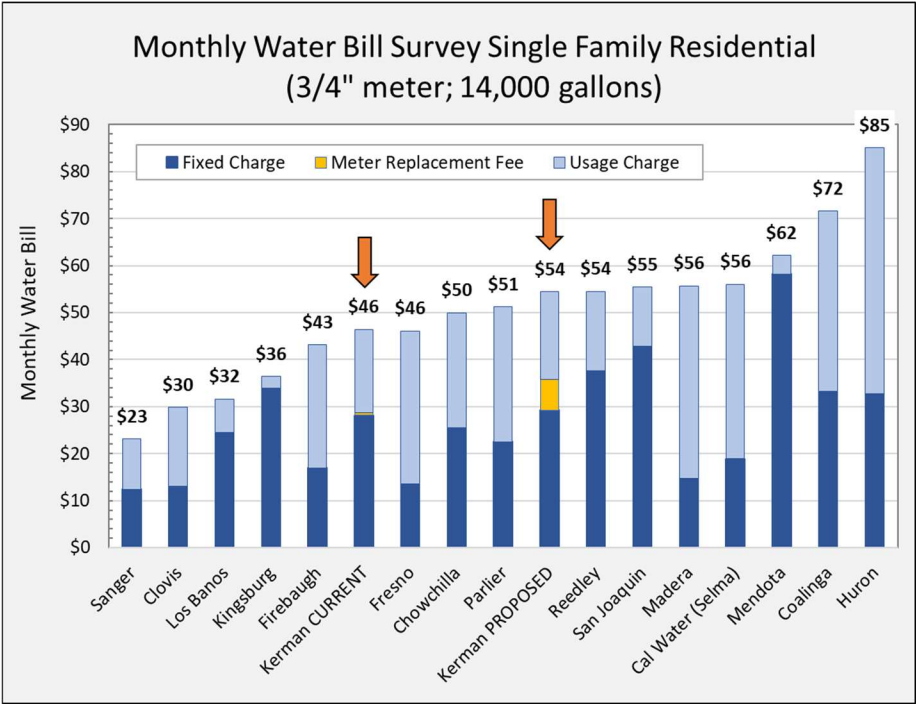
Table 15 provides changes to sample residential bills from the current rate structure to the proposed structure going into effect in February of 2024. The majority of the bill impacts are due to increases in the fixed costs, notably the increase in the meter replacement fees from \$0.50 to \$6.50.

Table 15: Water Bill Comparison
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Monthly Usage (gallons)	Description	Current				Proposed - February 1, 2024				Increase
		Usage Charge	Base Fee	Meter Fee	Total Bill	Usage Charge	Base Fee	Meter Fee	Total Bill	
3,000	2-person home	\$3.81	\$28.17	\$0.50	\$32.48	\$3.99	\$29.29	\$6.50	\$39.78	\$7.30
8,000	Average winter use	\$10.16	\$28.17	\$0.50	\$38.83	\$10.64	\$29.29	\$6.50	\$46.43	\$7.60
14,000	Average monthly use	\$17.78	\$28.17	\$0.50	\$46.45	\$18.62	\$29.29	\$6.50	\$54.41	\$7.96
24,000	Average summer use	\$30.48	\$28.17	\$0.50	\$59.15	\$31.92	\$29.29	\$6.50	\$67.71	\$8.56
30,000	Top 10% of bills	\$38.10	\$28.17	\$0.50	\$66.77	\$39.90	\$29.29	\$6.50	\$75.69	\$8.92

The figure below compares the City’s current and proposed typical water bill with the bills of other local agencies. Even with the proposed FY2024 rate increase, the City of Kerman’s bill will remain in the mid-range of bills charged in the Fresno County/Central Valley region.

Figure 4: Water Bill Survey



SECTION 5: WASTEWATER REVENUE REQUIREMENT

The wastewater revenue requirement was developed in the same manner as the water utility revenue requirement. FY2024 expenses and non-rate revenues were taken from the budget. Later year cost increases were estimated as appropriate. Impact fee and major facilities fund revenues and expenses were not evaluated as part of this rate study.

5.1 Cost of Service

In FY2024, the sewer utility's operating costs are estimated at \$1.8 million. Costs include overhead, administration, staffing, and utilities (electricity) for the conveyance and treatment of flows. The Operations Fund and the Major Facilities Fund split the cost of the annual debt service for the City's 2009 State Revolving Fund (SRF) loan. Operations will pay \$152,000 annually for principal and interest. The Major Facilities Fund's share is \$125,000 annually in principal. The loan was issued to expand the City's wastewater treatment plant. Absent a rate increase, the sewer utility is projected to barely meet its debt coverage requirement of 1.20 times the annual payment amount (i.e. net operating revenues must equal or exceed 120% of the annual debt service amount). If the City does not meet this requirement in future years, the Sewer Fund's credit rating could be negatively impacted, and the utility could face higher interest costs for future debt issuances.

As shown in Table 5, wastewater rate revenues currently generate about \$1.9 million annually. Non-rate revenue sources are estimated to generate \$44,000 annually and consist of interest earnings, penalties, and miscellaneous sources.

5.2 Cash Flow

Similar to the Water Fund, it is recommended that the Wastewater Fund maintain reserves equal to 50% of annual operating costs (including capital outlay and excluding other capital projects) plus 100% of the annual debt service cost. FY2024, the reserve target is about \$1 million but actual cash on hand is about \$652,000. In recent years, the City has spent reserves to fund deferred maintenance projects at the wastewater treatment plant. This fiscal year, the City intends to spend \$152,000 on various projects, see Table 16. In future years, it is assumed that the City will spend \$150,000 annually on projects and/or major repairs.

Although the Operations Fund is currently generating positive net revenues, 8% annual revenue increases are recommended for the next five years to cover operating cost increases, rebuild reserves, and pay off debt, see Table 17.

Table 16: FY2024 Sewer Capital Project Costs
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Project	Cost
Capital Outlay - Upgrade Springbrook Software	\$2,000
Flygt Model Pump for the Screwpress	\$10,000
WWTP Facility Repairs	\$5,000
Sewer Machine	\$83,000
Aluminum Biolac Barge - Pontoons for Barge	\$2,000
WWTP Headworks Pump/Motor	\$7,000
WWTP Ras/Was Pump	\$18,000
Goldenrod Lift Station Grundfos Pump (2)	\$17,000
Kearney Blvd./Siskiyou Ave. Lift Station Homa Pump	<u>\$8,000</u>
Total	\$152,000

Table 17: Wastewater Operating Cash Flow
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Proposition 218				
	FY2024	FY2025	FY2026	FY2027	FY2028
Effective Date	Feb 1	Jan 1	Jan 1	Jan 1	Jan 1
Rate Revenue Increase	8.0%	8.0%	8.0%	8.0%	8.0%
Beginning Fund Balance	\$652,000	\$594,000	\$640,000	\$800,000	\$1,087,000
REVENUES					
Rate Revenues	1,969,000	2,124,000	2,294,000	2,477,000	2,676,000
Penalties	7,000	7,000	7,000	7,000	7,000
Interest Income	14,000	14,000	14,000	14,000	14,000
Rent	10,000	10,000	10,000	10,000	10,000
Misc	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>
TOTAL REVENUES	2,013,000	2,168,000	2,338,000	2,521,000	2,720,000
EXPENSES					
Personnel/Staffing	729,000	751,000	774,000	797,000	821,000
Contract & Professional Services	213,000	219,000	226,000	233,000	240,000
Utilities	325,000	335,000	345,000	355,000	366,000
Equipment & Supplies	189,000	195,000	201,000	207,000	213,000
O&M Administration	<u>311,000</u>	<u>320,000</u>	<u>330,000</u>	<u>340,000</u>	<u>350,000</u>
Total Expenses	1,767,000	1,820,000	1,876,000	1,932,000	1,990,000
Net Revenue	246,000	348,000	462,000	589,000	730,000
DEBT SERVICE					
2009 Cal. Dept. of Water Resources	152,000	152,000	152,000	152,000	152,000
Debt Coverage Ratio	1.62	2.29	3.04	3.88	4.80
Total Capital	152,000	150,000	150,000	150,000	150,000
Ending Fund Balance	594,000	640,000	800,000	1,087,000	1,515,000
Recommended Fund Balance (6 month O&M plus debt payment)	1,036,000 <i>no</i>	1,062,000 <i>no</i>	1,090,000 <i>no</i>	1,118,000 <i>no</i>	1,147,000 <i>yes</i>

SECTION 6: WASTEWATER COST ALLOCATION & RATE DESIGN

The City proposes to maintain its current wastewater rate structure. Residential customers will continue to be charged fixed monthly fees that include a base and flow charge. Commercial customers will continue to be charged a base charge plus metered volume rates based on pollutant strength. The dollar amount of each rate is proposed to be updated based on the new cost of service and the adjusted allocation to each customer class.

6.1 Cost Allocation

FY2024 was used as the test year for cost allocation purposes, see Table 18. Costs were divided between a capacity category and a flow category. Capacity includes costs for City overhead, administration, and other expenses related to maintaining a high level of service for customers at all times. The flow cost category is composed of non-customer service expenses and expenses that vary with the amount of flow discharged to the system such as electricity, repairs and maintenance, and asset replacement expenses. When customers use the system more heavily, the City incurs greater repair and replacement costs. The capacity costs are proposed to be recovered from the base wastewater charge and the flow category is proposed to be recovered from volumetric flow rates.

Table 18: Wastewater Cost Allocation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Budget FY2024	Customer Service (Fixed)	Customer Service Allocation	Flow (Volume)	Flow Allocation
Operating Expenses					
Personnel/Staffing	\$729,000	\$364,500	50%	\$364,500	50%
Contract & Professional Services	\$213,000	\$213,000	100%	\$0	0%
Utilities	\$325,000	\$0	0%	\$325,000	100%
Equipment & Supplies	\$189,000	\$94,500	50%	\$94,500	50%
O&M Administration	\$311,000	\$155,500	50%	\$155,500	50%
Total Operating Expenses	\$1,767,000	\$827,500		\$939,500	
Debt Service					
2009 Cal. Dept. of Water Resources Loan	\$152,000	\$76,000	50%	\$76,000	50%
Capital Projects	\$152,000	\$0	0%	\$152,000	100%
Total Allocation	\$2,071,000	\$903,500	43.6%	\$1,167,500	56.4%

The flow cost category is further broken down into a flow component and a strength component. The strength component reflects biochemical oxygen demand (BOD) and total suspended solids (TSS) discharged by sewer customers. The City incurs costs to treat these constituents. However, the City does not have a current wastewater master plan and does not have detailed expense information for the treatment of flow vs. strength. To allocate costs to higher strength customers, industry standard “rules of thumb” were applied. It is assumed that 70% of non-capacity costs are attributable to flow and 30% are attributable to pollutant loading. The pollutant loading estimates for each non-residential customer class are provided in Table 19. Residential flows are assumed to have the same pollutant loading as the low strength customer class.

**Table 19: Allocation to Wastewater Flow and Strength
City of Kerman
Water, Wastewater, and Storm Drain Rate Study**

Pollutant Strength Category	Flow				Strength					Total Multiplier (Flow + Strength)
	Factor		Allocation	Multiplier	BOD/TSS mg/l	Factor		Allocation	Multiplier	
Low	1	X	70%	0.7	200	1	X	30%	0.3	1
Medium	1	X	70%	0.7	300	1.5	X	30%	0.45	1.15
High	1	X	70%	0.7	500	2.5	X	30%	0.63	1.33

BOD – biological oxygen demand; TSS – total suspended solids

Mgl – milligrams per liter

6.2 Flow Analysis

Residential sewer flow is not directly monitored by the City. Therefore, winter water consumption is used as a proxy for sewer flow. During the winter, it is assumed that the majority of metered water use is discharged into the sewer and is not used for outdoor irrigation. Table 20 provides an overview of the estimated sewer flow for the different customer types. Based on metered winter water use over the past three years, single family sewer flow is 8,000 gallons per dwelling unit monthly which is the same estimate as the 2018 rate study. Based on records from the same timeframe, multi-family sewer flow per dwelling unit has increased from 4,500 gallons per month (2018) to 6,000 gallons per month (current).

Total single family residential sewer flow is estimated as 8,000 gallons per month times 12 months, times the number of dwelling units and multi-family residential sewer flow is estimated as 6,000 gallons per month times 12 months, times the number of dwelling units. Commercial sewer flow is based on prior year billed flows. The strength multiplier developed in Table 19 is applied to the estimated flow of each customer group.

Table 20: Sewer Flow Estimates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Wastewater Customers	FY2024 Est. Sewer Flow (1,000 gal)	Strength Multiplier	Flow X Multiplier
Low/Domestic			
Low strength commercial	15,663	1.00	15,663
Est. residential sewer flow [1]	330,144	1.00	330,144
Multi-Family winter water use [2]	80,208	1.00	80,208
Medium strength commercial	4,490	1.15	5,163
High strength commercial	<u>12,460</u>	1.33	<u>16,572</u>
Total Estimated Sewer Flow	442,965		447,751

1 - The typical winter water use for metered, single family residential customers is 8,000 gallons per month. This usage was multiplied by the estimated number of single family customers.

2 - The three year average winter water use for metered, multi-family residential customers is 6,000 gallons per month. This usage was multiplied by the number of multi-family dwelling units.

6.3 Unit Cost Calculation

Table 21 provides the FY2024 wastewater unit cost calculation. The FY2024 revenue requirement for rate design is \$2.058 million. The revenue requirement is multiplied by the cost allocation percentages from Table 18 and then divided by the appropriate billing units.

Table 21: Wastewater Unit Costs
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Cost Allocation	Customer Service	Flow	FY2024 Full Year's Rate Revenue [1]
Cost Allocation %	43.6%	56.4%	100%
FY2024 Rate Revenue	\$898,000	\$1,160,000	\$2,058,144
Count	4,741	447,751	
Billing Units	(# of Accounts or dwelling units)	(1,000 gal)	
Rate	\$15.79	\$2.59	
	\$/account/mo	\$/1000 gal	

1 - If the February 1, 2024 rate was in effect for 12 months

6.4 Proposed Wastewater Rates and Bill Impacts

Table 22 provides the wastewater flow rate calculations. The strength multiplier for each customer class is applied to the flow unit cost of \$2.59 per thousand gallons. The single family residential bill is calculated as the base fee plus the flow rate times 8,000 gallons. The multi-family bill per dwelling unit is calculated as the base fee plus the flow rate times 6,000 gallons.

Table 22: Wastewater Rate Design
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Flow Rates	Unit Flow Cost		Strength Multiplier	Flow Rate (\$/1,000 gal)
Low				
Low strength commercial	\$2.59	X	1.00	\$2.59
Residential	\$2.59	X	1.00	\$2.59
Multi-Family	\$2.59	X	1.00	\$2.59
Medium strength commercial	\$2.59	X	1.15	\$2.98
High strength commercial	\$2.59	X	1.33	\$3.44
Customer Service Charge	Unit Customer Service Cost		Factor	Total \$/unit
Multi-Family	\$15.79	X	1.0	\$15.79
Single Family	\$15.79	X	1.0	\$15.79
Commercial	\$15.79	X	1.0	\$15.79
Total Rate Schedule	Rate		Count	Total \$/month
Single Family Residential				
Base (per dwelling unit)	\$15.79	X	1	\$15.79
Flow (avg winter water use)	\$2.59	X	8	<u>\$20.72</u>
Total				\$36.51
Multi-Family Unit				
Base (per dwelling unit)	\$15.79	X	1	\$15.79
Flow (avg winter water use)	\$2.59	X	6	<u>\$15.54</u>
Total				\$31.33

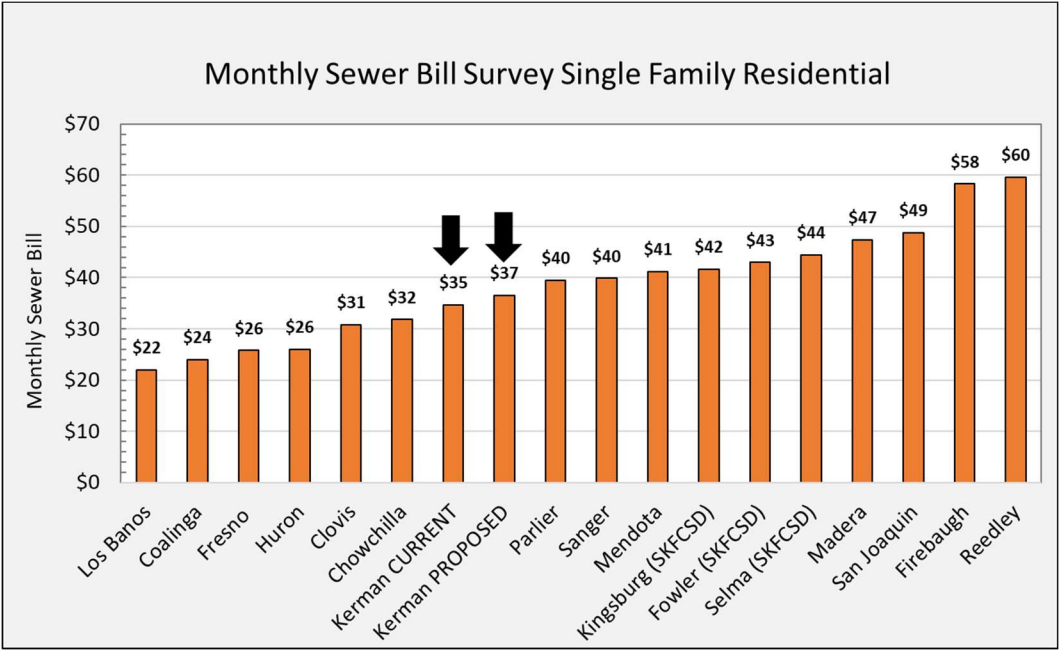
The five-year wastewater rate schedule is provided in Table 23. This rate study allocates customer service costs on a \$/dwelling unit basis for residential customers and a \$/account basis for commercial customers. City staff have observed that single family dwelling units and multi-family dwelling units have the same customer service needs, so it is appropriate that both customer groups are charged the same base charge. Adjustments to the commercial flow rates vary based on pollutant strength. The February 1, 2024 rate adjustment reflects the cost allocation described above and future year rates are increased by 8% annually.

Table 23: Current and Proposed Sewer Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Fixed Charges (\$/mo)	Current Rates	Proposed				
		February 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Residential						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$19.12</u>	<u>\$20.72</u>	<u>\$22.38</u>	<u>\$24.17</u>	<u>\$26.10</u>	<u>\$28.19</u>
Total	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Multi-Family Unit						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$10.75</u>	<u>\$15.54</u>	<u>\$16.78</u>	<u>\$18.12</u>	<u>\$19.57</u>	<u>\$21.14</u>
Total	\$26.28	\$31.33	\$33.83	\$36.53	\$39.45	\$42.61
Commercial (Base)	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Commercial Volume Rates (\$/1,000 gal)						
Low Strength	\$2.39	\$2.59	\$2.80	\$3.02	\$3.26	\$3.52
Medium Strength	\$2.75	\$2.98	\$3.22	\$3.48	\$3.76	\$4.06
High Strength	\$3.18	\$3.44	\$3.72	\$4.02	\$4.34	\$4.69

The figure below provides a bill survey comparing the City of Kerman’s current and proposed FY2024 single family residential wastewater bill with the bills of other local agencies. The City’s bill is currently in the mid-range of surveyed agencies and will remain in the mid-range following the proposed February 1, 2024 increase.

Figure 5: Sewer Bill Survey



SECTION 7: STORM DRAIN REVENUE REQUIREMENT

Storm drain fees are intended to fund capital improvement programs, operations and maintenance, clean water programs to mitigate the pollutants in stormwater, and other environmental services related to storm water. Ongoing maintenance of storm drain pipes is important in reducing risks of flooding and sink holes in local neighborhoods.

7.1 Current Storm Drain Rates

Table 24 shows the current monthly storm drain rates. Residential customers are charged \$1.60 per dwelling unit. Non-residential customers are charged \$0.0736 per 1,000 gallons of non-irrigation water use with a minimum fee of \$1.60.

Table 24: Current Monthly Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Current Rates		
Residential			
Single Family	per dwelling unit	\$1.60	
Multi-Family	per dwelling unit	\$1.60	
Non-residential			
Commercial			
Industrial			
Church			
Schools			
Parks			
	Minimum fee per account	\$1.60	or \$0.0736/1,000 gallons of non-irrigation water use

7.2 Cost of Service and Cash Flow

The City's storm drain rates currently generate about \$83,000 annually in revenues. Non-rate revenues are minimal and amount to a few hundred dollars annually. These revenues are inadequate to meet costs and the utility is operating at a deficit. In FY2024, operating expenses total about \$142,000 and consist of staffing, equipment, supplies, and materials to collect and convey storm runoff. Capital costs for this year total \$368,000 and are estimated at \$37,500 annually into the future. Despite operating at a deficit, the storm drain utility has healthy fund reserves of over \$1 million as of July 1, 2023. It is proposed that the City raise rates to cover annual operating and capital costs and maintain recommended reserves of 50% of operating costs. The storm drain cash flow is provided in Table 25.

Table 25: Storm Drain Cash Flow
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Proposition 218				
	FY2024	FY2025	FY2026	FY2027	FY2028
Effective Date	Apr 1	Jan 1	Jan 1	Jan 1	Jan 1
Rate Revenue Increase	130.00%	3.00%	3.00%	3.00%	3.00%
Beginning Fund Balance	\$1,025,000	\$634,300	\$644,200	\$655,500	\$668,200
REVENUES					
User Fees	119,200	193,500	199,300	205,300	211,500
Penalties	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>
TOTAL REVENUES	119,600	193,900	199,700	205,700	211,900
EXPENSES					
Personnel/Staffing	76,900	79,200	81,600	84,000	86,500
Contract & Professional Services	8,000	8,200	8,400	8,700	9,000
Utilities	2,500	2,600	2,700	2,800	2,900
Equipment and Supplies	20,500	21,100	21,700	22,400	23,100
O&M Administration	<u>34,400</u>	<u>35,400</u>	<u>36,500</u>	<u>37,600</u>	<u>38,700</u>
TOTAL EXPENSES	142,300	146,500	150,900	155,500	160,200
Net Revenues	(22,700)	47,400	48,800	50,200	51,700
CAPITAL PROJECTS					
Outlays	10,000	12,500	12,500	12,500	12,500
Repairs, Parts, Etc.	<u>358,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
TOTAL CAPITAL EXPENDITURES	368,000	37,500	37,500	37,500	37,500
Ending Fund Balance	\$634,300	\$644,200	\$655,500	\$668,200	\$682,400
Ending Fund Target (50% of operating costs)	\$71,200	\$73,300	\$75,500	\$77,800	\$80,100

SECTION 8: STORM DRAIN COST ALLOCATION AND RATE DESIGN

8.1 Storm Drain Cost Allocation

Proposition 218 requires that municipalities providing “property-related services” (including storm drain service) set rates and charges that are based on the cost of providing those services. The revenue requirements detailed in the previous section determine the amount of revenue to be recovered from the storm drain rates. In this section, the cost of service allocation develops an equitable means of allocating utility costs among its customers based on their estimated runoff burden to the storm drain system.

Impervious area is commonly used as a proxy to estimate the stormwater runoff contributed by a property. Impervious surfaces are surfaces that allow little or no stormwater to permeate into the ground, including rooftops, paved driveways, and walkways. The estimate of impervious area can be used to establish an adequate storm drain fee proportionate with the revenue needed to manage the runoff received from parcels and adjoining streets.

Table 26 provides an estimate of impervious area within the City. Parcels within the City are divided into the following land use categories: single family residential, multi-family, commercial, industrial, church, school, and parks. A runoff coefficient is applied to the acreage of each land use category. The runoff coefficients are estimates of the percentage of the land area that is impervious.

Parcels that meet any of the following conditions are excluded from Table 26 and are not proposed to be charged storm drain fees:

- 1) Parcels that solely comprise a street or roadway (either publicly or privately owned) and are considered to be part of the Storm Water conveyance system.
- 2) Parcels comprised of an area which is part of the City’s storm drain system.
- 3) Parcels that do not receive service.
- 4) Parcels which detain all runoff on site.

Table 26: Acres and Estimate of Impervious Area
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Service Type	Estimated Acres	Runoff Coefficient	Total Impervious Area	% of Total Impervious Area
Single Family Residential	636.2	0.50	318.1	29.6%
Multi-Family	535.3	0.70	374.7	34.8%
Commercial	262.6	0.80	210.1	19.5%
Industrial	141.0	0.90	126.9	11.8%
Church	18.0	0.50	9.0	0.8%
Schools	111.4	0.30	33.4	3.1%
Parks	<u>40.0</u>	0.10	<u>4.0</u>	<u>0.4%</u>
	1,744.5		1,076.2	100.0%

As shown in the cash flow, it is proposed that the rate revenues increase by 130% from about \$83,000 to about \$191,000 (if collected over 12 months). Table 27, below, allocates the revenue requirement of \$191,000 to each customer class using the percent of total impervious area and to calculate the rates. Single family residential customers will continue to be charged on a “per dwelling unit” basis, with the monthly fee being lowered from \$1.60 to \$1.42. The single family residential fee is based on an average parcel size of 0.19 acres. All other customers will be charged on a “per acre” basis. Parcel size and impervious area are more indicative of how customers impact and use the City’s storm water conveyance system than metered water use under the current billing method.

Table 27: Storm Drain Rate Calculation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	April 1, 2024 [1]
Total Storm Drain Revenue Requirement [1]	\$191,219
Customer Class Allocation	% of Total Impervious Area
Single Family Residential	29.6%
Multi-Family	34.7%
Commercial	19.6%
Industrial	11.8%
Church	0.8%
Schools	3.1%
Parks	<u>0.4%</u>
	100.0%
Rate Calculation for Single Family Residential	
Total Revenue Requirement	\$56,516
Total Number of Residential Accounts	3,333
Monthly Single Family Residential Rate (per account)	\$1.42
Rate Calculation for Multi-Family	
Total Revenue Requirement	\$66,574
Total Acres	535.3
Monthly Storm Drain Rate per Acre	\$10.36
Rate Calculation for Commercial	
Total Revenue Requirement	\$37,328
Total Acres	262.6
Monthly Storm Drain Rate per Acre	\$11.85
Rate Calculation for Industrial	
Total Revenue Requirement	\$22,554
Total Acres	141.0
Monthly Storm Drain Rate per Acre	\$13.33
Rate Calculation for Church	
Total Revenue Requirement	\$1,598
Total Acres	18.0
Monthly Storm Drain Rate per Acre	\$7.40
Rate Calculation for Schools	
Total Revenue Requirement	\$5,948
Total Acres	111.4
Monthly Storm Drain Rate per Acre	\$4.44
Rate Calculation for Parks	
Total Revenue Requirement	\$711
Total Acres	40.0
Monthly Storm Drain Rate per Acre	\$1.48

1 – April 1, 2024 rate increase applied to 12 months of billings

8.2 Proposed Storm Drain Rates and Bill Impacts

The proposed five-year rate plan is shown in Table 28. The April 1, 2024 rates reflect the new cost allocation and rate structure described herein. The following years reflect 3% annual increases consistent with the proposed cash flow.

Table 28: Proposed Monthly Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Billing Method	Current	Proposed Proposition 218+					
			Billing Method	April 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Single Family	Per dwelling	\$1.60	Per dwelling	\$1.42	\$1.46	\$1.50	\$1.55	\$1.60
Multi-family	Per dwelling	\$1.60	Per acre	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66
Commercial	*	*	Per acre	\$11.85	\$12.21	\$12.58	\$12.96	\$13.35
Industrial	*	*	Per acre	\$13.33	\$13.73	\$14.14	\$14.56	\$15.00
Church	*	*	Per acre	\$7.40	\$7.62	\$7.85	\$8.09	\$8.33
Schools	*	*	Per acre	\$4.44	\$4.57	\$4.71	\$4.85	\$5.00
Parks	*	*	Per acre	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67

* Currently, all non-residential customers are billed based on metered water service. The current rate is \$0.0736/1,000 gallons of non-irrigation water use with a minimum fee of \$1.60 per month.

+ For accounts for which the City cannot determine a parcel size, the minimum fee is 1/5 of the proposed rate per acre

Table 29 illustrates the cost impacts of the new rate structure on the City's customer classes. Under the proposed 2024 rates, single family customers will pay less with costs shifted to other customer classes based on their proportional share of impervious area. The rate proposal assumes that multi-family parcels will be billed based on acreage and the acreage charge will then be subdivided among tenants or various utility customer accounts for each parcel.

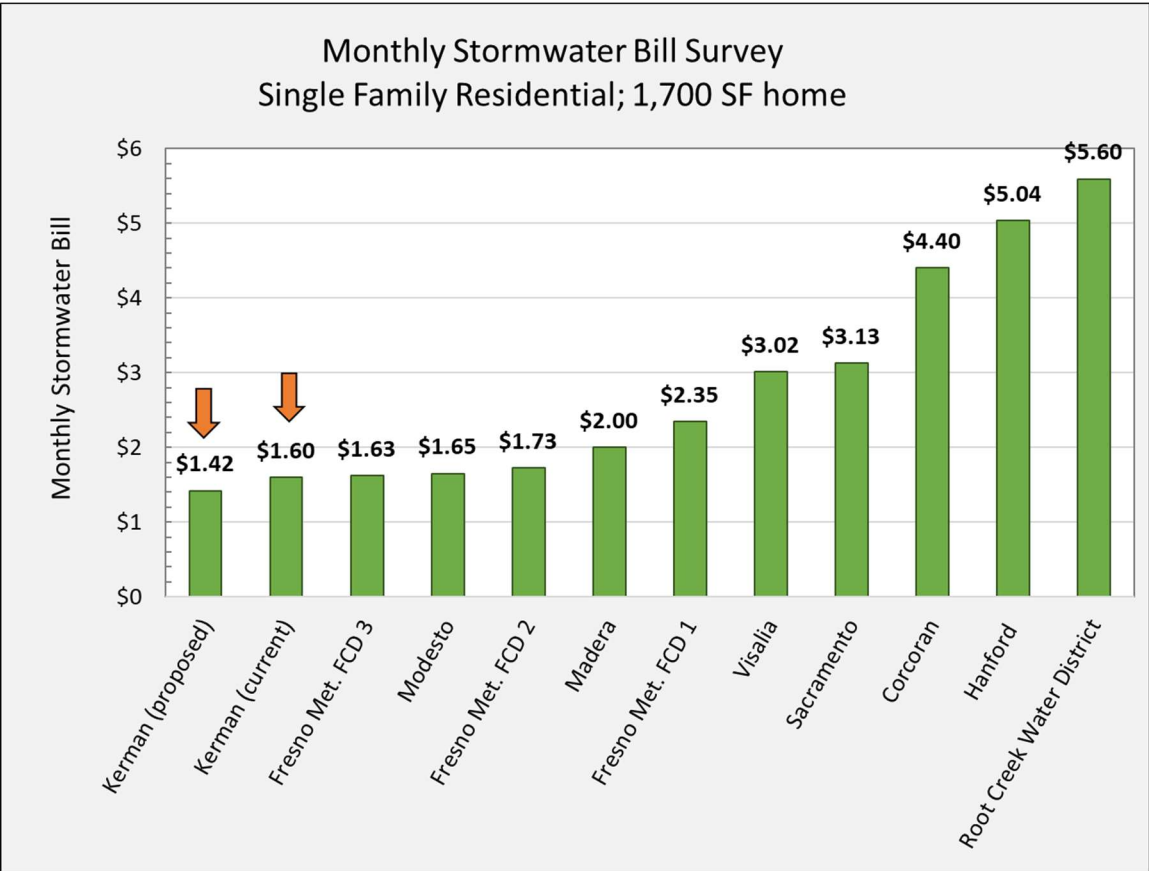
Table 29: Storm Drain Revenue Recovery
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Current Rate Revenues		Proposed April 1, 2024 Rate Revenues [1]	
Single Family Residential	\$65,492	78.8%	\$56,516	29.6%
Multi-Family	\$10,911	13.1%	\$66,574	34.8%
Commercial	\$5,162	6.2%	\$37,328	19.5%
Industrial	\$207	0.2%	\$22,554	11.8%
Church	\$365	0.4%	\$1,598	0.8%
Schools	\$939	1.1%	\$5,938	3.1%
Parks	<u>\$63</u>	<u>0.1%</u>	<u>\$711</u>	<u>0.4%</u>
	\$83,139	100.0%	\$191,219	100.0%

1 - If billed for 12 months

The figure below provides a bill survey comparing the City of Kerman’s current and proposed storm drain bills with the bills of other agencies. Some agencies in Fresno County choose not to charge storm drain fees so the figure includes bills from other areas of the state. As shown, the rate change keeps the City’s bill at the low end of storm drain rates.

Figure 6: Storm Drain Bill Survey



SECTION 9: CONCLUSIONS AND RECOMMENDATIONS

9.1 Rate Study Conclusions

The rates developed in this report were based on the best available information gathered from City audits, budgets, and input from staff and City Council. The cost allocations proposed herein are based on American Water Works Association methodologies and industry standard practice. The proposed rates are based on the reasonable cost of providing service and are proportional to the benefits received by each customer.

9.2 Rate Impacts

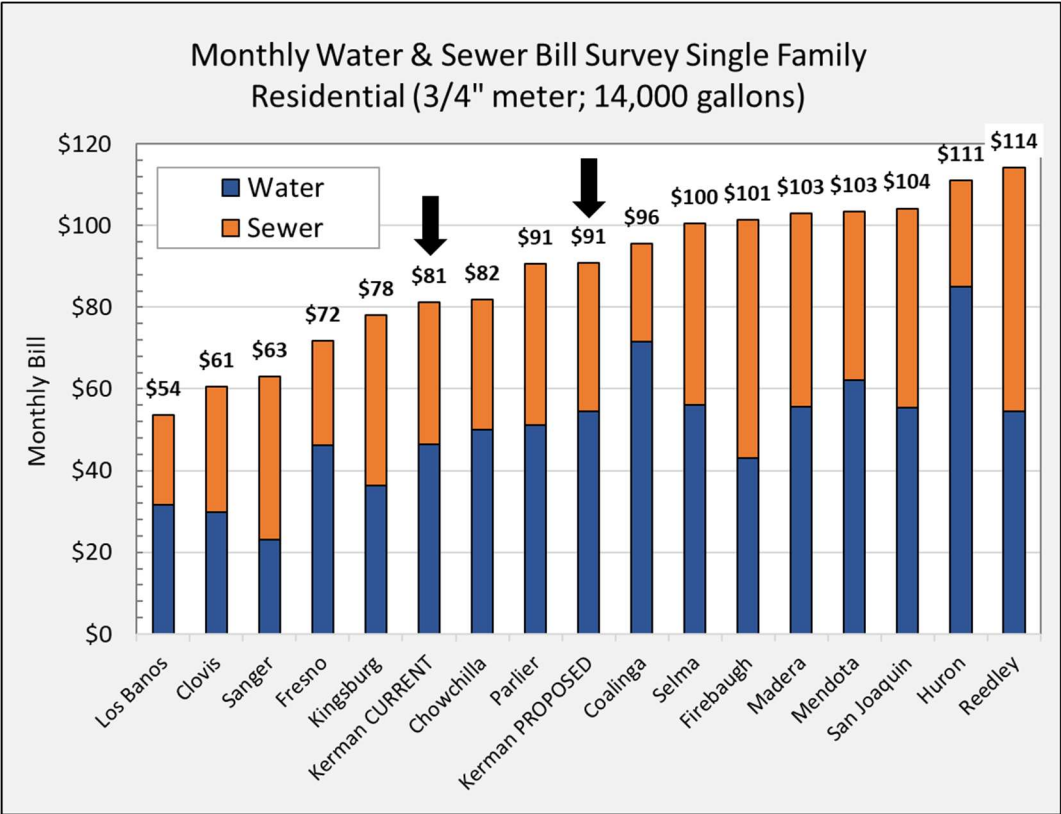
Table 30 shows the combined utility bill for a typical residential customer with a 3/4" water meter and 14,000 gallons of monthly water usage. The total bill is proposed to increase from \$82.70 under current rates to \$92.34 under the 2024 rates.

Table 30: Combined Bill Impacts
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Monthly Utility Charges	Current (January 1, 2023)	Proposed				
		April 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Water Meter Fee 3/4"	\$28.17	\$29.29	\$30.17	\$31.08	\$32.01	\$32.97
Meter Replacement Charge	\$0.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
Usage Charge (14,000 gallons)	\$17.78	\$18.62	\$19.18	\$19.74	\$20.30	\$20.86
Sewer Charge	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Storm Drain Charge	<u>\$1.60</u>	<u>\$1.42</u>	<u>\$1.46</u>	<u>\$1.50</u>	<u>\$1.55</u>	<u>\$1.60</u>
Total Monthly Bill	\$82.70	\$92.34	\$96.74	\$101.40	\$ 106.34	\$111.59
Increase		12%	5%	5%	5%	5%

The chart below compares the City of Kerman’s current and proposed water and sewer bill to the bills of other local agencies. Following the rate increase, the City’s bill will remain in the lower to mid-range of surveyed agencies.

Figure 7: Combined Water and Sewer Average Single Family Residential Bill Survey





STAFF REPORT

MEETING DATE: December 13, 2023

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Request to Defer Gateway Villas Development Impact Fees for Fiscal Year 2022/2023 to First Quarter of 2024 and for Fiscal Year 2023/2024 to First Quarter of 2025 (JA)

RECOMMENDATION: Council to consider adoption of Resolution Approving First Amendment to Gateway Villas Apartments Affordable Housing Project and Waiver of Associated Impact Fees Agreement In Order to Extend the Payment Due Dates and Term of Agreement

EXECUTIVE SUMMARY:

On November 13, 2019, the City of Kerman agreed to waive \$476,694 and defer \$127,694 in development impact fees for Gateway Villas. Payments of the development impact fees were supposed to be received within five years in yearly installment payments of \$25,538.80 per the agreement.

The City of Kerman has received a request from Gateway Villas to defer the development impact fee payment for Fiscal Year 2022/2023 to the first quarter for 2024 and for Fiscal Year 2023/2024 to the first quarter of 2025 due to COVID pandemic and resident moratorium on evictions. The City of Kerman has received the development impact fee payments on a timely basis for the past two fiscal years.

The proposed resolution approves a First Amendment to the Agreement and to extend the term and payment date requirements.

FISCAL IMPACT: None, a receivable for Fiscal Year 2022/2023 has been recorded.

ATTACHMENTS:

- A. Attachment – Resolution with First Amendment as exhibit
- B. Attachment – Letter from Gateway Villas requesting deferral of Fiscal Year 2022/2023 and Fiscal Year 2023/2024

Attachment ‘A’

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING FIRST AMENDMENT TO GATEWAY VILLAS APARTMENTS AFFORDABLE HOUSING PROJECT AND WAIVER OF ASSOCIATED IMPACT FEES AGREEMENT IN ORDER TO EXTEND THE PAYMENT DUE DATES AND TERM OF AGREEMENT

- A. Pursuant to City of Kerman Resolution 19-70, the parties entered the Gateway Villas Apartments Affordable Housing Project and Waiver of Associated Impact Fees Agreement (“Agreement”) effective November 19, 2019.
- B. The Agreement also provided for the deferral of fees over a five year period.
- C. The Parties wish to amend the Agreement to extend certain payment terms.

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

- SECTION 1. The foregoing recitals are incorporated herein by reference.
- SECTION 2. Based on the foregoing recitals, the Council finds it is in the public interest of the City and its residents to extend payments due under the Agreement.
- SECTION 3. The Council approves the First Amendment to Gateway Villas Apartments Affordable Housing Project and Waiver of Associated Impact Fees Agreement attached hereto as Exhibit A and incorporated by reference.
- SECTION 4. The City Manager is authorized to execute the First Amendment.
- SECTION 5. This resolution is effective upon adoption.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 13th day of December 2023 and passed at said meeting by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

EXHIBIT 'A'

RECORDING REQUESTED BY:

City of Kerman

AND WHEN RECORDED MAIL TO:

City Clerk
City of Kerman
850 S. Madera Avenue
Kerman, CA 93630

(Exempt from Recording Fees Pursuant to
Government Code Section 27383 - Benefits
City)

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**FIRST AMENDMENT TO GATEWAY VILLAS APARTMENTS AFFORDABLE HOUSING
PROJECT AND WAIVER OF ASSOCIATED IMPACT FEES AGREEMENT**

This First Amendment to Gateway Villas Apartments Affordable Housing Project and Waiver of Associated Impact Fees Agreement (“First Amendment”) is made by and between the City of Kerman, a municipal corporation (hereinafter the “City”), and Central Valley Coalition for Affordable Housing, a California nonprofit public benefit corporation (hereinafter “CVCAH” or “Developer”) and collectively the “Parties”.

RECITALS

A. On November 19, 2019, the City Council of the City of Kerman adopted RESOLUTION NO. 19-70 Deferring and Waiving Certain Impact Fees for Gateway Villas Affordable Housing Project, Providing for City’s Restoration of Funds from Non-Impact Fee Sources, Making Public Benefit Findings, Approving Impact Fees Deferral and Waiver Agreement with Central Valley Coalition for Affordable Housing, a California Nonprofit Public Benefit Corporation.

B. Pursuant to Resolution 19-70, the parties entered the Gateway Villas Apartments Affordable Housing Project and Waiver of Associated Impact Fees Agreement (“Agreement”) effective November 19, 2019. The Agreement also provided for the deferral of fees over a five-year period.

C. The Parties wish to amend the Agreement to extend certain payment terms which in effect also extends the term of the Agreement. Section 105 of the Agreement requires that any amendment may only be made in writing and approved by the City Council.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the promises, conditions, and covenants set forth in the Agreement for

the benefit of the health, safety, and welfare of the public, the City, and Developer do hereby mutually understand and agree as follows:

Section 1. Section 101 of the Agreement titled “Effective Date and Time” is amended to extend the term to November 14, 2025.

Section 2. Section 301 of the Agreement title “Deferral of Certain Impact Fees is amended as follows:

The development impact fee payment for Gateway Villas for Fiscal Year 2022/2023 is extended to the first quarter of 2024 and the payment for Fiscal Year 2023/2024 is extended to the first quarter of 2025.

Section 3. The effective date of this First Amendment Agreement shall be December 16, 2023.

Section 4. Except as amended by this First Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, The Parties have executed this Agreement on the day or days and year written below.

CITY

DEVELOPER

CITY OF KERMAN,
a municipal corporation

CENTRAL VALLEY COALITION FOR
AFFORDABLE HOUSING, a California
nonprofit public benefit corporation

John Jansons, City Manager

Davis Slajchert

Date: _____, 2023

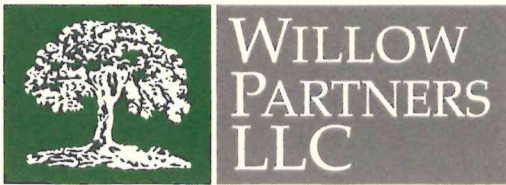
Date: _____, 2023

ATTEST:

Josie Camacho, Interim City Clerk

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney



Attachment 'B'

310 N. WEST
SUITE 210
WESTLAKE VILLAGE, CA 91362
TEL: 805.379.8555
FAX: 805.3798556

Section 7, Item A.

Josefina Alvarez
City of Kerman Finance Director
850 S. Madera Ave.
Kerman, Ca. 93630

December 1, 2023

RE: Gateway Villas deferred impact fee payment
Ms. Alvarez,

We are writing to formally request a revision to the payment schedule for the deferred impact fee payments for the Gateway Villa Apartments. Due to the COVID pandemic and resident moratorium on evictions over the past few years property income has been less than anticipated. As a result, the remaining impact fee payments for fiscal year 22/23 we would like to defer into the first quarter of 2024. Additionally, we would like to request that we make the final payment for year 23/24 in the first quarter of 2025.

Thank you for your consideration. We look forward to completing these payments and working with the city to continue our strong relationship with new projects in the coming years. Please do not hesitate to contact me directly if you have further questions.

Regards,

A handwritten signature in blue ink, appearing to read "Amelia", is written over a horizontal line.

Amelia Ross
Director of Operations
Willow Partners



STAFF REPORT

MEETING DATE: December 13, 2023

PRESENTER: Mayor Pacheco

SUBJECT: Resolution Appointing Members to the Planning Commission and Parks, Recreation and Community Services Commission

RECOMMENDATION: Council by motion adopt resolution concurring with appointments by Mayor Pacheco of one applicant to the Planning Commission and two applicants to the Parks, Recreation and Community Services Commission.

EXECUTIVE SUMMARY:

The Kerman Planning Commission has one position available for a two year term beginning January 1, 2024 and expiring on December 31, 2025.

The Kerman Parks, Recreation and Community Services Commission has four openings. One position is for a one-year term beginning on January 1, 2024 and expiring on December 31, 2025. Three positions, for three-year terms beginning on January 1, 2024 and expiring on December 31, 2026 are also vacant.

An announcement for vacancies was published in the Kerman News and posted on the City website with an application deadline of Friday, December 1, 2023.

Three applications were received for the one Planning Commission position and I nominate and recommend appointment of Scott Bishop to the two-year term.

Of the three applications received for the Parks, Recreation and Community Services Commission, one was ineligible because the applicant lives outside the City's Sphere of Influence. With the other two applications, I nominate and recommend Lora Nehring and Daniel Perez for appointment to the open three-year term positions.

The applicants have been invited to attend the City Council meeting and may be asked to introduce themselves, share their interest in serving in these capacities and answer any questions the City Council may have if desired.

Members of the public will also have the opportunity to address the City Council on the proposed appointments.

The City Council shall consider the Mayor's nominations and consider their approval by motion to appoint the nominees. To pass, the motion will require three votes. In the event a motion

does not receive three votes, follow up motions may be made until a motion receives three votes. Voting will continue until the vacancies are filled.

Upon approval by City Council, Resolutions A and B attached, are adopted.

FISCAL IMPACT:

None.

ATTACHMENTS:

- A. Draft Planning Commission Resolution
- B. Draft Parks, Recreation and Community Services Commission Resolution
- C. Applications

Attachment 'A'

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPOINTING MEMBERS TO THE PLANNING COMMISSION

WHEREAS, the Mayor shall nominate and appoint members to the City Planning Commission;
and

WHEREAS, the City Council shall consider such nominations and appointments of members to the Planning Commission; and

WHEREAS, applications were received to fill one vacancy on the Planning Commission for a two year term ending December 31, 2025; and

WHEREAS, the Mayor nominated and appointed Mr. Scott Bishop to serve a two year term; and

WHEREAS, at the December 13, 2023 City Council Meeting, the City Council voted to approve the appointment by Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERMAN as follows:

- Section 1. The foregoing recitals are true, correct and incorporated by reference.
- Section 2. Mr. Scott Bishop is appointed to a two-year term beginning January 1, 2024 and ending December 31, 2026 to the Planning Commission.
- Section 3. 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 13th day of December, 2023 and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPOINTING MEMBERS TO THE PARKS, RECREATION and Community SERVICES COMMISSION**

WHEREAS, the Mayor shall nominate and appoint members to the Parks, Recreation and Community Services Commission; and

WHEREAS, the City Council shall consider such nominations and appointment of members to the Parks, Recreation and Community Services Commission; and

WHEREAS, applications were received to fill four vacancies on the Parks, Recreation and Community Services Commission for one, one-year two year term beginning on January 1, 2024 and ending December 31, 2024 and for three vacancies for terms of three years each beginning January 1, 2024 and ending December 31, 2026

WHEREAS, the Mayor has nominated Ms. Lora Nehring and Mr. Daniel Perez to each serve three year terms, and

WHEREAS, at the December 13, 2023 City Council Meeting, the City Council voted to approve the nominations by Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERMAN as follows:

- Section 1. The foregoing recitals are true, correct and incorporated by reference.
- Section 2. Ms. Lora Nehring and Mr. Daniel Perez are appointed to a three-year term beginning January 1, 2024 and ending December 31, 2026 to the Parks, Recreation and Community Services Commission
- Section 3. 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 13th day of December, 2023 and passed by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco,
Mayor

ATTEST:

Josie Camacho
Interim City Clerk



STAFF REPORT

MEETING DATE: December 13, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: City Council Attendance at California League of Cities: Mayors and Council Members Academy (JAJ)

RECOMMENDATION: City Council select members to attend California League of Cities, Mayors and Council Meeting if a majority of Council wishes to attend the conference.

EXECUTIVE SUMMARY:

Mayor Pacheco has requested that City Council consider Council Members attendance at the *California League of Cities, Mayors and Council Members Academy (Academy)*.

This three day conference and training is on Wednesday January 24, through Friday January 26, 2024 in Monterrey California. The Academy overview is presented as ATTACHMENT A.

The approximate cost per attendee including registration, lodging, travel and sustenance is approximately \$1400 per person. This activity is not currently budgeted for in the City Council training and travel and budget, but a budget adjustment can be made to accommodate the final cost.

Should a majority (three or more) of the Council Members wish to attend, then the regularly scheduled City Council meeting of January 24 would need to be cancelled or rescheduled.

As required, if a majority of the Council wish to attend they are reminded to avoid discussing can City business besides the content of the training to remain in compliance with the Ralph M. Brown Act.

ATTACHMENTS:

A. California League of Cities, Mayors and Council Members Academy Overview

Attachment 'A'

Section 7, Item C.



Mayors and Council Members Academy

January 24-26, 2024

Monterey Marriott

350 Calle Principal, Monterey, CA

Register* (<https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7bD22DB878-6368-EE11-9AE7-000D3A19AAEA%7d>)

Whether you're a new mayor or city council member, or you've been serving your community for years, this academy is for you. The academy covers the legal, financial, and practical fundamentals to your job as an elected city official. Just as vital, you'll have opportunities to foster relationships with your peers. Sessions also include an update on key legislative issues and an overview of your Cal Cities services.

Save the date for the next academy on Jan. 24-26, 2024 at the Monterey Marriott.

For registration questions, please contact [Megan Dunn](mailto:mdunn@calcities.org) (<mailto:mdunn@calcities.org>) . For other questions, please contact [Kayla Boutros](mailto:kboutros@calcities.org) (<mailto:kboutros@calcities.org>?
subject=2024%20Mayors%20and%20Council%20Members%20Academy) .

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

**With an update in technology, registration will now happen directly through your MyCalCities account. If you have not used your MyCalCities account already, please review [details about the portal \(/about-MyCalCities\)](/about-MyCalCities) and contact us for questions. You will be asked to log in to register. Registration will require a credit card.*

2024 Academy Information

Registration →

Full Registration Includes:

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

With an update in technology, registration will now happen directly through your MyCalCities account. Please take a moment to set up your account so you are ready to go! If you have not used your MyCalCities account already, please review [details about the portal \(/about-MyCalCities\)](/about-MyCalCities) and contact us for questions.

Register online (<https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7bD22DB878-6368-EE11-9AE7-000D3A19AAEA%7d>)

through your MyCalCities account by **Monday, Jan. 15**.

If you are registering someone other than yourself, first sign in as yourself and then choose the option to register someone else.

Note: Registrations through MyCalCities are available for credit card payments only. If you need to be invoiced and pay with a check, create your account and then reach out to conference registrar, **Megan Dunn** (<mailto:mdunn@calcities.org?subject=AC%20Registration>) to request an invoice. Full payment is due at the time of registration.

To request an accommodation or for inquiries about accessibility, please contact conference registrar, **Megan Dunn** (<mailto:mdunn@calcities.org>). Every effort will be made to honor requests submitted.

View Cal Cities' **event and meeting policies** (</education-and-events/event-and-meeting-policies-26201>) in advance of the seminar.

Conference Registration Fees

Member-City Officials and Staff	\$675
Non-Member City Officials and Staff	\$1,675
Guest Reception Pass	\$50

*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 the Legislative 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.

Refund Policy

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 **Jan. 15**.

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 **Wednesday, Jan. 3, 2024**.

STEP ONE: Register for the Academy

Registration can be completed through your [MyCalCities Portal](https://my.calcities.org/) (<https://my.calcities.org/>) .

NOTE: Instructions on how to access your portal can be found at [this link](#). ([/about-MyCalCities](#))

STEP TWO: Book a hotel room

Hotels are subject to sell out prior to the deadline – reserve early!

Academy Location:

Monterey Marriott
350 Calle Principal
Monterey, CA 93940

Group Hotel Rate (per night): \$239 – Single/Double Occupancy (plus tax and fees)

Hotel Changes or Cancellations

Hotel reservation changes, date modifications, early check-out, or cancellations must be made directly through the hotel. Please note that after **Wednesday, Jan. 3, 2024** 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

The Monterey Marriott is located in the heart of Monterey's historic downtown district, a few miles from Monterey Regional Airport and 75 miles from San Jose International Airport. Valet parking is available at a current cost of \$40 per day for overnight guests. Self-parking is available at public garages nearby.

*Please note parking rate and taxes are subject to change without notice.

Schedule at a Glance ↓

*Schedule subject to change

[View the 2024 Mayors and Council Members schedule here \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/2024-mcma-schedule-for-website--sessions-only.pdf?sfvrsn=b9286afe_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/2024-mcma-schedule-for-website--sessions-only.pdf?sfvrsn=b9286afe_3) .

Wednesday, Jan. 24

Registration Open

8:00 a.m.-5:00 p.m.

AB 1661 Training

9:00-11:00 a.m.

Opening General Session

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

Networking Luncheon with your Division

12:30-1:45 p.m.

Educational Session

2:00-3:30 p.m.

Educational Session

3:45-5:15 p.m.

Thursday, Jan. 25**Registration Open**

7:30 a.m.-5:00 p.m.

Networking Breakfast

7:30-9:00 a.m.

Educational Session

9:00-10:15 a.m.

Educational Session

10:30 a.m.-12:00 p.m.

Networking Lunch

12:00-1:15 p.m.

Educational Session

1:30-3:00 p.m.

Educational Session

3:15-4:45 p.m.

Networking Reception

5:00-6:00 p.m.

Friday, Jan. 26**Registration Open**

7:15-11:00 a.m.

Breakfast

7:15-8:15 a.m.

Educational Session

8:15-9:45 a.m.

AB 1234 Session

10:15 a.m.-12:15 p.m.

Adjourn

12:15 p.m.

[Explore Previous Academies](#) →

2023 Academy Session Descriptions

[View the 2023 New Mayors and Council Members Northern California program \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/2023-nmcma-north-online-program.pdf?sfvrsn=13186972_14\) .](#)

Northern California

Wednesday, January 18 →

Harassment Prevention Training for Supervisors and Officials (AB 1661)

9:00-11:00 a.m.

This informational and interactive workplace harassment prevention training will focus on current and emerging issues resulting from the #MeToo movement, and teach officials and supervisors how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and abusive conduct in order to avoid personal and agency liability in compliance with AB 1825/2053/1661 and SB 396.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

Your Cal Cities and How To Use It

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

As a city official, you are the League of California Cities. Meet the Cal Cities leadership team and learn about the organization's mission and structure, the advocacy and educational tools Cal Cities provides, and how you can get the most out of your membership.

Networking Luncheon with your Divisions

12:30-1:30 p.m.

Take this opportunity to sit with members of your regional division and meet your Cal Cities Regional Public Affairs Manager.

Developing an Effective City Council and City Manager Team: The Key to Good Governance and City Success

1:45-3:15 p.m.

Successful communities require highly effective governance and management, key to which is a positive city council/city manager working relationship guided by good, open communication. This session will help you to better appreciate the roles that the city council governing body, individual council members, and the city manager fulfill in a successful working relationship based on effective communication and sound governance practices.

Your Legal Powers and Obligations; Open Government and Conflicts of Interest

3:30-5:00 p.m.

You were elected to make things happen in your city. Learn the breadth and limitations of your powers as a city official. Then, acquire a basic understanding of the legal authorities and restrictions under which cities and city officials operate, with a focus on open government laws, such as the Brown Act and the Public Records Act, and laws pertaining to conflicts of interest.

Legislative Reception

5:30-6:30 p.m.

Planned with League Partners

Take this opportunity to network with your peers from throughout the state after a full day of educational sessions. Assembly Members and Senators from throughout the state are invited to attend. Maps to the MIX Downtown are available at registration.

Thursday, January 19 →

Understanding Public Service Ethics Laws and Principles (AB 1234)

7:45-9:45 a.m.

State law requires elected and appointed officials to receive two hours of training in specified ethics laws and principles every two years. Newly elected and appointed officials must receive this training within one year of becoming a public servant. Join a panel of experts as they help navigate the ethics laws and principles.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

Policy Role in Land Use Planning

10:00-11:00 a.m.

Land use planning is one of the most important parts of a city official's responsibilities due to the long-term impacts it can have on a community's environment, economic vitality, and the physical health of its residents. Learn about tools and processes in land use planning, such as the general plan, zoning, and the California Environmental Quality Act, as well as the role of regional agencies and the state. This knowledge will help you foster a solid working relationship with your city's planning commission and planning staff.

Effective Advocacy and Key City Issues

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

Meet the League of California Cities' legislative team and learn about the 2023 Cal Cities Action Agenda, legislative calendar, and trending issues in the Legislature. The Cal Cities team will also share ideas for establishing practical skills to develop persuasive arguments and testimony that will serve your city's interests.

An Irregular Meeting of the City Council of Dysfunction Junction: The Do's and Don'ts of Conducting a Public Meeting

1:45-3:15 p.m.

Enjoy a popular depiction of a city council meeting gone awry and learn from its mistakes.

Social Media/Digital Communications and Civic Engagement

3:30-5:00 p.m.

With constant advancements in social media over the last several years, it can be hard to keep up with the "do's and don'ts" of every platform. Moreover, as misinformation increases, elected officials need to be quick on their feet and have the necessary skills to proactively manage public perceptions about local governmental affairs. Discover what cities should be doing to communicate with their constituents in the 21st century, and the rules that elected officials must follow.

Friday, January 20 →

Financial Responsibilities, City Revenues Workshop (Part 1)

8:30-10:00 a.m.

Learn about your responsibilities as an elected official when exercising fiduciary accountability and transparency in open government. In this enlightening conversation, discuss the local government financial cycle, elected official financial oversight duties, and state and local funding relationships, and the four stages of fiscal meltdown. Plus, learn how to

be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

Financial Responsibilities, City Revenues Workshop (Part 2)

10:15-11:45 a.m.

Learn about your responsibilities as an elected official when exercising fiduciary accountability and transparency in open government. In this enlightening conversation, discuss the local government financial cycle, elected official financial oversight duties, and state and local funding relationships, and the four stages of fiscal meltdown. Plus, learn how to be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

[View the 2023 New Mayors and Council Members Academy Southern California Program \(/docs/default-source/advocacy/2023-new-mayors-and-council-members-academy-south-program.pdf?sfvrsn=6b5eaf6e_3\)](/docs/default-source/advocacy/2023-new-mayors-and-council-members-academy-south-program.pdf?sfvrsn=6b5eaf6e_3) .

Southern California

Wednesday, February 1 →

Registration Open

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

Harassment Prevention Training for Supervisors and Officials (AB 1661)

Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

9:00-11:00 a.m.

This informational and interactive workplace harassment prevention training will focus on current and emerging issues, and teach officials and supervisors how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and abusive conduct in order to avoid personal and agency liability in compliance with AB 1825, AB 2053, AB 1661 and SB 396.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

Speaker

Anni Safarloo, Associate, Liebert Cassidy Whitmore

Your Cal Cities and How To Use It

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

As a city official, you are the League of California Cities. Meet the Cal Cities leadership team and learn about the organization's mission and structure, the advocacy and educational tools Cal Cities provides, and how you can get the most out of your membership.

Opening Remarks

Lori Ogorchock, Department Director, Mayors and Council Members
Department and Council Member, Antioch

Speakers

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

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

Networking Luncheon

12:30-1:30 p.m.

Developing an Effective City Council and City Manager Team: The Key to Good Governance and City Success

1:45-3:15 p.m.

Successful communities require highly effective governance and management, key to which is a positive city council/city manager working relationship guided by good, open communication. This session will help you to better appreciate the roles that the city council governing body, individual council members, and the city manager fulfill in a successful working relationship based on effective communication and sound governance practices.

Moderator

Pat Martel, West Coast Regional Director, ICMA

Speakers

Denise Davis, Council Member, Redlands

Charles Duggan, City Manager, Redlands

Your Legal Powers and Obligations; Open Government and Conflicts of Interest

3:30-5:00 p.m.

You were elected to make things happen in your city. Learn the breadth and limitations of your powers as a city official. Then, acquire a basic understanding of the legal authorities and restrictions under which cities and city officials operate, with a focus on open government laws, such as the Brown Act and the Public Records Act, and laws pertaining to conflicts of interest.

Moderator and Speaker

Corrie Manning, General Counsel, League of California Cities

Speaker

Thomas Brown, Of Counsel, Burke, Williams & Sorensen, LLP

Thursday, February 2 →

Registration Open

7:00 a.m.-5:30 p.m.

Networking Breakfast

7:30-9:00 a.m.

Understanding Public Service Ethics Laws and Principles (AB 1234)

Sign-in will begin 30 minutes prior to the session and you must be present for the full two hours to receive the certification of attendance. Entry will be prohibited once the session begins.

7:45-9:45 a.m.

State law requires elected and appointed officials to receive two hours of training in specified ethics laws and principles every two years. Newly elected and appointed officials must receive this training within one year of becoming a public servant. Join a panel of experts as they help navigate the ethics laws and principles.

The Institute for Local Government is a State Bar of California minimum continuing legal education (MCLE) approved provider and certifies this activity meets the standards for MCLE credit by the State Bar of California in the total amount of 2 hours (general credits). Provider #13881

Speakers

Lauren Langer, Partner, Best Best & Krieger, LLP

Megan Garbaldi, Partner, Best Best & Krieger, LLP

Policy Role in Land Use Planning

10:00-11:00 a.m.

Land use planning is one of the most important parts of a city official's responsibilities due to the long-term impacts it can have on a community's environment, economic vitality, and the physical health of its residents. Learn about tools and processes in land use planning, such as the general plan, zoning, and the California Environmental Quality Act, as well as the role of regional agencies and the state. This knowledge will help you foster a solid working relationship with your city's planning commission and planning staff.

Moderator

John Minto, Immediate Past President, Mayors and Council Members Department and Mayor, Santee

Speakers

Eric Nelson, Planning Commissioner, Dana Point

Mark Teague, Managing Principal, PlaceWorks

Effective Advocacy and Key City Issues

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

Meet the League of California Cities' legislative team and learn about the 2023 Cal Cities Action Agenda, legislative calendar, and trending issues in the Legislature. The Cal Cities team will also share ideas for establishing practical skills to develop persuasive arguments and testimony that will serve your city's interests.

Moderator

Melanie Perron, Deputy Executive Director, Advocacy and Public Affairs, League of California Cities

Speakers

Bismarck Obando, Director of Public Affairs, League of California Cities
Jason Rhine, Assistant Director, Legislative Affairs, League of California Cities

Elisa Arcidiacono, Legislative Representative, League of California Cities

Caroline Cirrincione, Legislative Representative, League of California Cities

Damon Conklin, Legislative Representative, League of California Cities

Johnnie Piña, Legislative Representative, League of California Cities

Nicolas Romo, Legislative Representative, League of California Cities

Jessica Sankus, Senior Policy and Legislative Analyst, League of California Cities

Networking Lunch

12:30-1:30 p.m.

An Irregular Meeting of the City Council of Dysfunction Junction: The

Do's and Don'ts of Conducting a Public Meeting

1:45-3:15 p.m.

Enjoy a popular depiction of a city council meeting gone awry and learn from its mistakes.

Facilitators

Christi Hogin, Of Counsel, Best Best & Krieger, LLP

Michael Jenkins, Of Counsel, Best Best & Krieger, LLP

Social Media/Digital Communications and Civic Engagement

3:30-5:00 p.m.

With constant advancements in social media over the last several years, it can be hard to keep up with the “do’s and don’ts” of every platform. Moreover, as misinformation increases, elected officials need to be quick on their feet and have the necessary skills to proactively manage public perceptions about local governmental affairs. Discover what cities should be doing to communicate with their constituents in the 21st century, and the rules that elected officials must follow.

Moderator

John Minto, Immediate Past President, Mayors and Council Members Department and Mayor, Santee

Speakers

Brandon Castillo, Partner, Bicker, Castillo & FairbanksN. Richard Shreiba, Attorney, Burke, Williams & Sorensen, LLP

Legislative Reception

5:15-6:15 p.m.

Take this opportunity to network with your peers from throughout the state after a full day of educational sessions. Assembly Members and Senators from throughout the state are invited to attend.

Friday, February 3 →

Registration Open

7:30-11:00 a.m.

Networking Breakfast

7:30-8:30 a.m.

Financial Responsibilities, City Revenues Workshop

8:30-11:45 a.m.

Learn about your responsibilities as an elected official when exercising fiduciary accountability and transparency in open government. In this enlightening conversation, discuss the local government financial cycle, elected official financial oversight duties, and state and local funding relationships, and the four stages of fiscal meltdown. Plus, learn how to be a better leader by discovering how to avoid micromanagement and manage complacency. The importance of structurally balanced budget tips for setting city council goals and the need for financial policies will be stressed during this session.

Speakers

Michael Coleman, Fiscal Policy Advisor,

CaliforniaCityFinance.comChristina Turner, City Manager, Morgan Hill

Closing Remarks

11:45 a.m.-noon

Speaker

Lori Ogorchock, Department Director, Mayors and Council Members
Department and Council Member, Antioch

2023 Academy Session Materials

***Session materials are posted as they are received.**

- [Resource Guide \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/resource-guide45773fd6-efbf-4e85-8df8-f49dae3a3e94.pdf?sfvrsn=f47fd6ff_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/resource-guide45773fd6-efbf-4e85-8df8-f49dae3a3e94.pdf?sfvrsn=f47fd6ff_3))
- [Developing an Effective Council and City Manager Team The Key to Good Governance and City Success \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/developing-an-effective-council-and-city-manager-team-the-key-to-good-governance-and-city-success.pdf?sfvrsn=3a1ab793_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/developing-an-effective-council-and-city-manager-team-the-key-to-good-governance-and-city-success.pdf?sfvrsn=3a1ab793_3))
- [Effective Advocacy and Key City Issues \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/effective-advocacy-and-key-city-issues3556ee1c-cbf2-469d-a32b-a1a642d77232.pdf?sfvrsn=cc71371f_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/effective-advocacy-and-key-city-issues3556ee1c-cbf2-469d-a32b-a1a642d77232.pdf?sfvrsn=cc71371f_3))
- [Harassment Prevention Training for Supervisors and Officials \(AB 1661\) \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/harassment-prevention-training-for-supervisors-and-officials-\(ab-1661\)-\(1\).pdf?sfvrsn=4600e6fe_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/harassment-prevention-training-for-supervisors-and-officials-(ab-1661)-(1).pdf?sfvrsn=4600e6fe_3))
- [Policy Role in Land Use Planning \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-land-use-planning1eb40bf1-b9e1-4f5e-81d8-77f22cbea013.pdf?sfvrsn=752073e1_6\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-land-use-planning1eb40bf1-b9e1-4f5e-81d8-77f22cbea013.pdf?sfvrsn=752073e1_6))
- [Social Media Digital Communications and Civic Engagement \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/social-media-digital-communications-and-civic-engagementd37a783f-e625-4e0a-9102-9104c8d7059b.pdf?sfvrsn=48ff5c92_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/social-media-digital-communications-and-civic-engagementd37a783f-e625-4e0a-9102-9104c8d7059b.pdf?sfvrsn=48ff5c92_3))

- **Understanding Public Service Ethics Laws & Principles AB 1234 Training** ([/docs/default-source/new-mayors-and-council-members-academy-session-materials/understanding-public-service-ethics-laws-principles-ab-1234-training.pdf?sfvrsn=6e38619e_6](/docs/default-source/new-mayors-and-council-members-academy-session-materials/understanding-public-service-ethics-laws-principles-ab-1234-training.pdf?sfvrsn=6e38619e_6))
- **Your Cal Cities and How to Use it** ([/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-cal-cities-and-how-to-use-it7c67d3a2-0aa9-4ea6-b745-6b674828b01f.pdf?sfvrsn=7121d8b6_3](/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-cal-cities-and-how-to-use-it7c67d3a2-0aa9-4ea6-b745-6b674828b01f.pdf?sfvrsn=7121d8b6_3))
- **Your Legal Powers and Obligations** ([/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-legal-powers-and-obligations-.pdf?sfvrsn=f3dcbfe4_3](/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-legal-powers-and-obligations-.pdf?sfvrsn=f3dcbfe4_3))

Previous Academy Session Materials

2022 Session Materials →

- **New Mayors and Council Members Academy Resource Guide** ([/docs/default-source/new-mayors-and-council-members-academy-session-materials/new-mayors-and-council-members-resource-guide.pdf?sfvrsn=2e2b96de_3](/docs/default-source/new-mayors-and-council-members-academy-session-materials/new-mayors-and-council-members-resource-guide.pdf?sfvrsn=2e2b96de_3))
- **Cal Cities Annual Report 2021** ([/docs/default-source/annual-report/cal-cities-annual-report-2021-.pdf?sfvrsn=97b0a639_9](/docs/default-source/annual-report/cal-cities-annual-report-2021-.pdf?sfvrsn=97b0a639_9))
- **Developing an Effective City Council and City Manager Team: Key to Good Governance and City Success** ([/docs/default-source/new-mayors-and-council-members-academy-session-materials/developing-an-effective-city-council-and-city-manager-team-key-to-good-governance-and-city-success.pdf?sfvrsn=d80326cb_3](/docs/default-source/new-mayors-and-council-members-academy-session-materials/developing-an-effective-city-council-and-city-manager-team-key-to-good-governance-and-city-success.pdf?sfvrsn=d80326cb_3))
- **Effective Advocacy and Key City Issues** ([/docs/default-source/city-managers-conference---session-materials/effective-advocacy-and-key-city-issues.pdf?sfvrsn=77d522a9_3](/docs/default-source/city-managers-conference---session-materials/effective-advocacy-and-key-city-issues.pdf?sfvrsn=77d522a9_3))

- [Policy Role in Land Use Planning \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-land-use-planning-.pdf?sfvrsn=f573c841_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-land-use-planning-.pdf?sfvrsn=f573c841_3)
- [Social Media, Digital Communications, and Civic Engagement \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/social-media-digital-communications-and-civic-engagement.pdf?sfvrsn=42fcc4c5_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/social-media-digital-communications-and-civic-engagement.pdf?sfvrsn=42fcc4c5_3)
- [Your Legal Powers and Obligations; Open Government and Conflicts of Interest \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-legal-powers-and-obligations-open-government-and-conflicts-of-interest.pdf?sfvrsn=a0133044_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-legal-powers-and-obligations-open-government-and-conflicts-of-interest.pdf?sfvrsn=a0133044_3)

2021 Session Materials →

Presentations

- [Communications and Civic Engagement \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/communications-and-civic-engagementf450a2de-fdf8-4ee0-b9ae-2ee98a1d376d.pdf?sfvrsn=8d0e98e9_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/communications-and-civic-engagementf450a2de-fdf8-4ee0-b9ae-2ee98a1d376d.pdf?sfvrsn=8d0e98e9_3)
- [Effective Advocacy and Key City Issues \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/effective-advocacy-and-key-city-issues72364456-af92-4f67-a930-79c59251b94f.pdf?sfvrsn=f809dcc8_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/effective-advocacy-and-key-city-issues72364456-af92-4f67-a930-79c59251b94f.pdf?sfvrsn=f809dcc8_3)
- [Financial Responsibilities, City-Revenues Workshop \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/financial-responsibilities-city-revenues-workshop.pdf?sfvrsn=1d4fedb6_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/financial-responsibilities-city-revenues-workshop.pdf?sfvrsn=1d4fedb6_3)
- [From Dangerous Discourse to Extraordinary Engagement Changing the Conversation on Inclusion \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/from-dangerous-discourse-to-extraordinary-engagement-changing-the-conversation-on-inclusion.pdf?sfvrsn=edebe570_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/from-dangerous-discourse-to-extraordinary-engagement-changing-the-conversation-on-inclusion.pdf?sfvrsn=edebe570_3)

- [Policy Role in Land Use Planning \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-land-use-planninge6fb659d-e1ed-4c5d-a4b9-9c90f452e283.pdf?sfvrsn=9f92aecf_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-land-use-planninge6fb659d-e1ed-4c5d-a4b9-9c90f452e283.pdf?sfvrsn=9f92aecf_3)
- [Relationship between City Council and City Management - Martel \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/relationship-between-city-council-and-city-management---martel.pdf?sfvrsn=22ccab78_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/relationship-between-city-council-and-city-management---martel.pdf?sfvrsn=22ccab78_3)
- [Your Cal Cities and How to Use It \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-cal-cities-and-how-to-use-it.pdf?sfvrsn=d6a98d33_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-cal-cities-and-how-to-use-it.pdf?sfvrsn=d6a98d33_3)
- [Your Legal Powers and Obligations \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-legal-powers-and-obligationsb3af7943-f06b-4108-aec6-b122e6ab3fa5.pdf?sfvrsn=9c2f6d4e_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-legal-powers-and-obligationsb3af7943-f06b-4108-aec6-b122e6ab3fa5.pdf?sfvrsn=9c2f6d4e_3)

2021 New Mayors & Council Members Resource Guide

- [2021 Resource Guide Full Print Version \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/2021-resource-guide-full-print-version.pdf?sfvrsn=1bc7b609_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/2021-resource-guide-full-print-version.pdf?sfvrsn=1bc7b609_3)
- [Your Cal Cities and How To Use It \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/01.-your-cal-cities-and-how-to-use-it.pdf?sfvrsn=495a4fa_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/01.-your-cal-cities-and-how-to-use-it.pdf?sfvrsn=495a4fa_3)
- [Relationship Between City Council and City Manager Staff \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/02.-relationship-between-city-council-and-city-manager-staff.pdf?sfvrsn=1e19f8d6_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/02.-relationship-between-city-council-and-city-manager-staff.pdf?sfvrsn=1e19f8d6_3)
- [Financial Responsibilities and City Revenues Workshop \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/03.-financial-responsibilities-and-city-revenues-workshop.pdf?sfvrsn=51b4d177_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/03.-financial-responsibilities-and-city-revenues-workshop.pdf?sfvrsn=51b4d177_3)
- [Effective Advocacy & Key City Issues \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/04.-effective-](/docs/default-source/new-mayors-and-council-members-academy-session-materials/04.-effective-advocacy-&-key-city-issues)

[advocacy-key-city-issues.pdf?sfvrsn=ab2311d2_3\)](#)

- [Policy Role in Land Use Planning \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/05.-policy-role-in-land-use-planning.pdf?sfvrsn=ecaa2aaf_3\)](#)
- [Your Legal Powers and obligations \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/06.-your-legal-powers-and-obligations.pdf?sfvrsn=469dcaf9_3\)](#)
- [Communications and Civic Engagement \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/07.-communications-and-civic-engagement3ffda944-1bb4-48d4-8e81-0d4ef67480ff.pdf?sfvrsn=66befc54_3\)](#)
- [AB 1661 Sexual Harassment Prevention Training \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/08.-ab-1661-sexual-harassment-prevention-training.pdf?sfvrsn=2a449b0f_3\)](#)
- [AB 1234 Training \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/09.-ab-1234-training.pdf?sfvrsn=89ed89f0_3\)](#)
- [Your Role as an Elected Official \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/10-your-role-as-an-elected-official.pdf?sfvrsn=fceb70b8_3\)](#)
- [Understanding City's Departments \(/https://www.calcities.org/docs/default-source/new-mayors-and-council-members-academy-session-materials/11.-understanding-city's-departments.pdf?sfvrsn=8e709311_3\)](#)
- [Torch Program \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/12.-torch-program.pdf?sfvrsn=3816f764_3\)](#)
- [Acronyms in Local Government \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/13-acronyms-in-local-government.pdf?sfvrsn=8377de3b_3\)](#)
- [Additional Resources \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/14-additional-resources.pdf?sfvrsn=d8a3c8ed_3\)](#)

Speaker Center

In the Speaker Center, you can find resources for all speaker-related details including deadlines, presentation guidelines, layout, and structure, speaker agreements, and presentation submission directions.

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

Speaker Agreements and Important Deadlines →

Below are key presenter deadlines and directions on how to complete the Speaker Agreement Form. 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.

Important deadlines

Monday, Nov. 6: Complete your Speaker Agreement Form through your **MyCalCities Portal** (<https://my.calcities.org/>) and note any specific audiovisual requests. Instructions on how to access your portal can be found at [this link](#). ([/about-MyCalCities](#))

Monday, Jan. 15: Deadline for advance conference registration. Speakers receive complimentary one-day registration or 30% off full conference registration. Please contact [Megan Dunn](mailto:mdunn@calcities.org) (<mailto:mdunn@calcities.org>) by Jan.

15 for more information. Once that is complete, you will be prompted to book a hotel room. **NOTE:** Jan. 3 is the discounted hotel rate cut-off. However, hotels are subject to sell out prior to the deadline – reserve early!

Nov.-Jan.: To ensure each speaker is comfortable with their responsibilities during the presentation, please hold at least one conference call with all panelists in your session.

Friday, Jan. 12: Submit your final presentation to Cal Cities within the “My Speaking Sessions” section of your [MyCalCities Portal](https://my.calcities.org/) (<https://my.calcities.org/>) .

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 involved in the process rather than passively listening or watching. Most academy attendees are knowledgeable about the subject, and therefore are interested in hearing what others know and what their experiences have been. Accordingly, we urge you to plan your presentation with these suggestions in mind.

The most common complaints on session evaluations from prior academies 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 kboutros@calcities.org (mailto:kboutros@calcities.org) .
- Selling from the podium creates conflict of interest problems. Education sessions at the Mayors and Council Members Academy should never be an advertisement. Therefore, presentations may not include any commercialism for specific products or consulting services.

Session Layout and Structure →

The League of California Cities encourages our presenters to use the most engaging educational platform possible when speaking at the Mayors and Council Members Academy. We recognize that each session has a unique format and presentation style based on the preferences of the speaker(s) and content being presented, but the following three examples are provided as a general guideline in planning your session.

Panel Discussions: 75 minutes, with up to 3 speakers

Presider (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

Concurrent Session: 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

Presider (10 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>) with any questions, concerns or assistance needs you may have.

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