

In-person participation by the public will be permitted. In addition, remote public participation is available in the following ways:

- 1. Livestream online at www.atwater.org (Please be advised that there is a broadcasting delay. If you would like to participate in public comment, please use the option below).*
- 2. Submit a written public comment prior to the meeting: Public comments submitted to cityclerk@atwater.org by 4:00 p.m. on the day of the meeting will be distributed to the City Council, and made part of the official minutes but will not be read out loud during the meeting.*

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation should contact the City in advance of the meeting, and as soon as possible, at (209) 357-6241.

CITY OF ATWATER

City Council

AGENDA

Council Chambers
750 Bellevue Road
Atwater, California

November 12, 2024

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: (City Council)

Ambriz _____, Button _____, Cale _____, Raymond _____, Nelson _____

SUBSEQUENT NEED ITEMS: (The City Clerk shall announce any requests for items requiring immediate action subsequent to the posting of the agenda. Subsequent need items require a two-thirds vote of the members of the City Council present at the meeting.)

APPROVAL OF AGENDA AS POSTED OR AS AMENDED: (This is the time for the City Council to remove items from the agenda or to change the order of the agenda.)

CONSENT CALENDAR:

NOTICE TO THE PUBLIC

Background information has been provided on all matters listed under the Consent Calendar, and these items are considered to be routine. All items under the Consent Calendar are normally approved by one motion. If a Councilmember requests separate discussion on any item, that item will be removed from the Consent Calendar for separate action.

TREASURER'S REPORT:

1. **September 30, 2024**
Staff's Recommendation: Acceptance of reports as listed.

WARRANTS

2. **November 12, 2024**
Staff's Recommendation: Acceptance of reports as listed.

MINUTES: (City Council)

3. **October 28, 2024 - Regular meeting**
Staff's Recommendation: Approval of minutes as listed.

RESOLUTIONS:

4. **Award a Cooperative State and Local Government Value Rental Lease Agreement for Multi-Functional Copiers to UBEO** (City Manager Hoem)
Staff's Recommendation: Adoption of Resolution No. 3504-24 awarding a Cooperative State and Government Value Rental Lease Agreement, in a form approved by the City Attorney, for the term of five (5) years with UBEO of Stockton California for the delivery, installation, and maintenance of sixteen (16) multi-functional copiers for use at the Administration Building, Finance Department, Police Department, Community Development, Community Center, and Fire Station 41 in an amount not to exceed \$33,166.92 per year; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

5. **Authorizing A Financial Assistance Application with the State Water Resources Control Board for the Evergreen Mobile Home Project** (Deputy City Manager/Community Development Director Thompson)

Staff's Recommendation: Adoption of Resolution No. 3505-24 authorizing the City Manager or his designee to execute all agreements/documents related to the Evergreen Mobile Home Financial Assistance Application.

6. **Adoption of the Local Roadway Safety Plan as prepared by the Merced County Association of Governments** (Deputy City Manager/ Community Development Director Thompson)

Staff's Recommendation: Adoption of Resolution No. 3506-24 adopting the Local Roadway Safety Plan for the City of Atwater prepared by the Merced County Association of Governments.

7. **Approve a Design Services Agreement between the City of Atwater and Mark Thomas for the Preparation of the Project Study Report for the Buhach Road Widening Project** (Deputy City Manager/Community Development Director Thompson)

Staff's Recommendation: Adoption of Resolution No. 3507-24 approving a Design Services Agreement, in a form approved by the City Attorney, to Mark Thomas Company of Fresno, CA in an amount not to exceed \$173,352 for the preparation of the Project Study Report for the Buhach Road Widening Project; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

ORDINANCES (WAIVING SECOND READING AND ADOPTION):

8. **Adoption of an Ordinance Approving Zoning Ordinance Text Amendment No. 24-23-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district under the Low Density Residential Zone** (Deputy City Manager/Community Development Director Thompson)

Staff's Recommendation: Adoption of Ordinance No. CS 1069 Approving Zoning Ordinance Text Amendment No. 24-23-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district under the Low Density Residential Zone.

9. **Adoption of an Ordinance Approving Zoning Ordinance Text Amendment No. 24-28-0100 Amending Chapter 17.28 “Accessory Dwelling Units” of the Atwater Municipal Code to Comply with recent changes in State law; and Finding the Action to be Statutorily Exempt from CEQA under section 21080.17 of the Public Resources Code** (Deputy City Manager/Community Development Director Thompson)

Staff's Recommendation: Adoption of Ordinance No. CS 1070 amending Chapter 17.28 “Accessory Dwelling Units” of the Atwater Municipal Code to comply with recent changes in State law.

REPORTS AND PRESENTATIONS FROM STAFF:

- 10. **Award a Design Services Agreement to Mark Thomas for Engineering Design Services on the Bellevue Road Realignment/Reconstruction Project** (Deputy City Manager/Community Development Director Thompson)

Staff's Recommendation: Motion to Adopt Resolution No. 3508-24 awarding a Design Services Agreement, in a form approved by the City Attorney, to Mark Thomas Company of Fresno, CA in an amount not to exceed \$1,880,818.00 for Engineering Design Services on the Bellevue Road Realignment/Reconstruction Project; or

Motion to adopt staff's recommendation as presented.

- 11. **Resolution Approving Budget Amendment and Approving Revisions to the City of Atwater American Rescue Plan Act (ARPA) Spending Plan** (City Manager Hoem and Finance Director Nicholas)

Staff's Recommendation: Motion to Adopt Resolution No. 3509-24 approving Budget Amendment No. 7 amending the Fiscal Year 2024-25 budget and approving revisions to the American Rescue Plan Act (ARPA) spending plan; or

Motion to adopt staff's recommendation as presented.

COMMENTS FROM THE PUBLIC:

NOTICE TO THE PUBLIC

At this time any person may comment on any item which is not on the agenda. You may state your name and address for the record; however, it is not required. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. Please limit comments to a maximum of three (3) minutes.

CITY COUNCIL REPORTS/UPDATES:

- **City Council Member Cale, District 1**
- **City Council Member Button, District 2**
- **City Council Member Ambriz, District 3**
- **Mayor Pro Tem Raymond, District 4**
- **Mayor Nelson**

CITY MANAGER REPORTS/UPDATES:

- 12. **Update from the Office of the City Manager**

ADJOURNMENT:

CERTIFICATION:

I, Kory J. Billings, City Clerk of the City of Atwater, do hereby certify that a copy of the foregoing agenda was posted at City Hall a minimum of 72 hours prior to the meeting.



KORY J. BILLINGS
CITY CLERK

SB 343 NOTICE

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the City Clerk during normal business hours at 1160 Fifth Street, Atwater, California.

If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 750 Bellevue Road, Atwater, California.



In compliance with the federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission or Committee meeting due to a disability, please contact the City Clerk's Office a minimum of three (3) business days in advance of the meeting at (209) 357-6241. You may also send the request by email to cityclerk@atwater.org.

Unless otherwise noted, City Council actions include a determination that they are not a "Project" within the meaning of the California Environmental Quality Act (CEQA), and therefore, that CEQA does not apply to such actions.

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

Applicants, parties, and their agents who have made campaign contributions totaling more than \$250 (aggregated) to a Councilmember over the past 12 months, must publicly disclose that fact for the official record of that agenda item. Disclosures must include the amount of the campaign contribution aggregated, and the name(s) of the campaign contributor(s) and Councilmember(s). The disclosure may be made either in writing to the City Clerk prior to the agenda item consideration, or by verbal disclosure at the time of the agenda item consideration.

The foregoing statements do not constitute legal advice, nor a recitation of all legal requirements and obligations of parties/applicants and their agents. Parties and agents are urged to consult with their own legal counsel regarding the requirements of the law.

NOVEMBER 2024

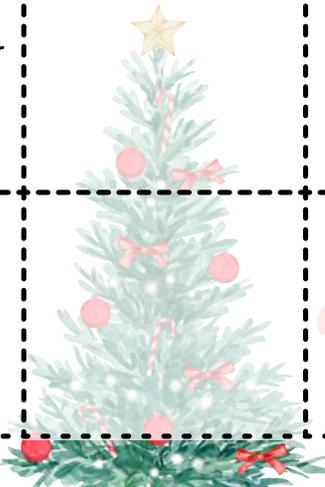
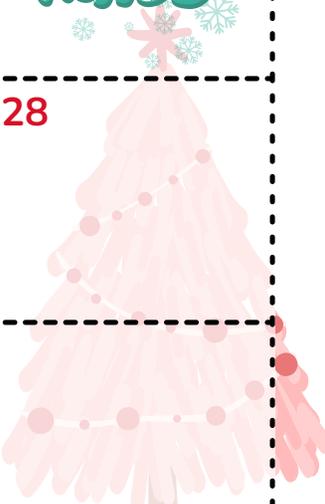


SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3 Daylight Saving Time Ends	4	5	6 Office of Asm. Esmeralda Soria - Mobile Office Hours 2-4 PM City Council Chambers	7	8	9
10	11 ★★★★★ VETERANS DAY <i>November 11th</i> City Holiday Trash pick up delayed - 1 day	12 City Council Meeting - 6:00 PM	13	14	15	16
17	18	19	20 Planning Commission Meeting - 6:00 PM	21 Merced County District 3 Supervisor McDaniel Office Hours - 1:30 PM - 3:30 PM	22	23
24	25	26	27	28 <i>Happy</i> THANKSGIVING City Holiday Trash pick up delayed - 1 day	29 City Holiday	30



DECEMBER 2024



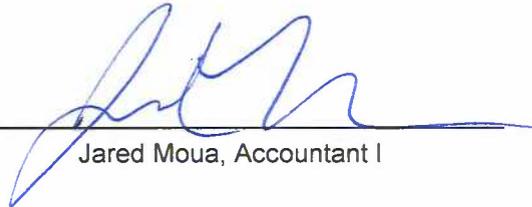
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4 Office of Asm. Esmeralda Soria - Mobile Office Hours 2-4 PM City Council Chambers	5	6 Christmas Parade @ 7:00PM	7
8	9 City Council Meeting - 6:00 PM	10 Citizens' Oversight Committee Meeting - 5:30 PM	11	12	13	14
15	16	17	18 Planning Commission Meeting - 6:00 PM	19	20	21 Winter!
22	23	24 	25 MERRY CHRISTMAS City Holiday Trash pick up delayed - 1 day	26 Merced County District 3 Supervisor McDaniel Office Hours - 1:30 PM - 3:30 PM	27 	28 
29	30	31 City Holiday (New Year's Eve) 				

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 9/30/2024

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001 General Fund	16,786,963.57	1,734,264.32	2,054,287.47	16,466,940.42
0003 General Fund Capital	(37,025.95)	0.00	3,806.79	(40,832.74)
0004 Public Safety Trans & Use Tax	2,359,522.60	400,749.74	130,565.28	2,629,707.06
0005 Ferrari Ranch Project Fund	2,360.27	0.00	0.00	2,360.27
0007 Measure V Fund	5,236,403.64	74,857.18	6,272.50	5,304,988.32
0008 Measure V 20% Alternative Modes	887,617.83	18,714.30	493.21	905,838.92
0009 Abandoned Veh Abatement Fund	(5,926.39)	0.00	3,032.67	(8,959.06)
0010 Measure V Regional Fund	(123,808.69)	117,195.54	0.00	(6,613.15)
1005 Police Grants Fund	97,374.48	0.00	0.00	97,374.48
1010 ARPA-American Rescue Plan Act	2,759,926.37	70.25	52,117.75	2,707,878.87
1011 Gas Tax/Street Improvement	(406,261.90)	83,873.36	151,207.22	(473,595.76)
1013 Local Transportation Fund	585,960.50	0.00	0.00	585,960.50
1015 Traffic Circulation Fund	1,552,858.45	0.00	0.00	1,552,858.45
1016 Applegate Interchange	796,512.17	0.00	0.00	796,512.17
1017 RSTP-Regional Surface Transp Prog	2,696,584.85	0.00	0.00	2,696,584.85
1018 SB1-Road Maint & Rehab RMRA	1,744,447.97	77,993.01	859,838.44	962,602.54
1019 LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020 Parks and Recreation Fund	2,035,454.78	0.00	0.00	2,035,454.78
1021 Parks Grants Fund	0.00	0.00	0.00	0.00
1040 General Plan Update-Housing Element	(10,800.00)	0.00	0.00	(10,800.00)
1041 General Plan Update Fund	1,895,745.53	0.00	0.00	1,895,745.53
1055 Neighborhood Stabilization	228,103.85	0.00	0.00	228,103.85
1059-80 Housing Grant Funds	1,044,838.86	1,000.00	16,202.29	1,029,636.57
1091 Police Facility Impact Fee	198,086.14	0.00	0.00	198,086.14
1093 Fire Facility Impact Fee	272,629.00	0.00	0.00	272,629.00
1095 Government Building Facility	290,850.19	0.00	0.00	290,850.19
3064-67 Redevelopment/Successor Agency Funds	1,794,299.12	868.04	14,711.00	1,780,456.16
4020 Performance Bond Trust	226,761.79	0.00	0.00	226,761.79
4030 Narcotics Program Trust	2,141.71	0.00	0.00	2,141.71
4060 Section 125 Medical	2,214.49	70.00	0.00	2,284.49

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 9/30/2024

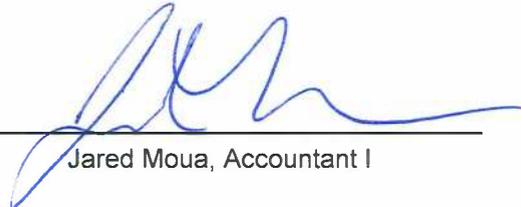
FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
4070 Section 125 Dependent Care	0.00	0.00	0.00	0.00
4080 Pension Rate Stblztn 115 Trust	535,321.82	7,360.82	0.00	542,682.64
4090 CFD No. 1 Trust	135,211.57	0.00	0.00	135,211.57
5001-55 All Maintenance Districts	1,311,567.27	0.00	55,973.97	1,255,593.30
5050 CFD Districts	(104,555.72)	0.00	64,459.75	(169,015.47)
6000 Water Enterprise Fund	15,185,654.76	812,410.53	839,422.57	15,158,642.72
6001 Water Fund Capital Replacement	(1,981,143.08)	0.00	243.72	(1,981,386.80)
6002 DBCP Settlement	21,241.78	0.00	0.00	21,241.78
6004 Water Well- Buhach Colony	190,474.89	0.00	0.00	190,474.89
6005 Water Capital Impact Fees	2,812,127.24	0.00	0.00	2,812,127.24
6006 Water Operating Reserve Fund	186,143.27	0.00	0.00	186,143.27
6007 1,2,3-TCP Fund	14,497,222.91	189,844.26	116,973.08	14,570,094.09
6010 Sewer Enterprise Fund	14,987,806.92	1,005,230.85	1,225,138.81	14,767,898.96
6011 Sewer Fund Capital Replacement	3,905,386.63	0.00	0.00	3,905,386.63
6020 Sanitation Enterprise	2,740,437.98	320,379.22	490,554.07	2,570,263.13
7000 Internal Service Fund	535,850.68	495,939.96	162,494.84	869,295.80
7001 ISF Equipment/Bldg Replacement	206,143.88	0.00	0.00	206,143.88
7010 Employee Benefits Fund	657,690.32	217,779.83	73,991.26	801,478.89
7020 Risk Management	(291,831.80)	629,238.25	1,337.20	336,069.25
7030 Information Technology	477,344.28	195,579.50	51,377.18	621,546.60
9090 Accrued Interest Fund	747,049.67	2,253.15	0.00	749,302.82
TOTAL	99,668,980.50	6,385,672.11	6,374,501.07	99,680,151.54

Prepared by: 
 Jared Moua, Accountant I

Approved by: 
 Mark Borba, City Treasurer

**Statement of Changes in Cash Balance
by Bank
As of 9/30/2024**

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	66,150,153.13			66,150,153.13
City - RMA Long-Term Investment Fund	1,198,398.54	2,253.15		1,200,651.69
City Checking & Investment Accounts	2,944,425.73	6,186,213.67	6,003,817.21	3,126,822.19
Wastewater Checking	5,409,943.47		370,683.86	5,039,259.61
RA Obligation Retirement Fund	25,594.05	0.21		25,594.26
US Bank/Chandler Asset Mgt.	23,405,143.76	189,844.26		23,594,988.02
PARS Post-Employment Benefits Trust	535,321.82	7,360.82		542,682.64
Totals	99,668,980.50	6,385,672.11	6,374,501.07	99,680,151.54

Prepared by: 
Jared Moua, Accountant I

Approved by: 
Mark Borba, City Treasurer

(The following statements are required by California Govt. Code Section 53646 (b) (2,3))
Investments are made pursuant to the City Council approved Investment Policy and Guidelines.
The City of Atwater has the ability to meet its pooled expenditure requirements for the next six months.

Bank Account Detail			
City LAIF	66,150,153.13	Chase General Checking	2,737,830.06
Chandler Asset Mgt.	1,200,651.69	Chase Wastewater Checking	5,039,259.61
US Bank/Chandler Asset Mgt.	23,594,988.02	Chase Redevelopment Checking	25,594.26
PARS Post-Employment Benefits Trust	542,682.64	Chase Savings Account	0.00

Warrant Summary November 12, 2024

Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

	Amount
11/12/2024 Warrant	\$ 1,039,448.40
Prewrittens (Checks Processed Between Warrants)	\$ 373.77
Total Accounts Payable Warrants:	\$ 1,039,822.17

Additional Warrants

Date	Description	Amount
10/30/2024	Retiree Medical Reimbursement - November 2024	\$ 44,558.19
11/4/2024	PERS Health - November 2024	\$ 123,141.01
11/5/2024	PERS Retirement 10/10/24-10/23/24	\$ 58,622.41
11/5/2024	State Disbursement - Child Support	\$ 115.38
11/5/2024	UNUM Disability Insurance November 2024 Premiums	\$ 6,907.76

Total Additional Warrants: **\$ 233,344.75**

Payroll

Date	Description	Amount
10/31/2024	Net Payroll	\$ 218,613.94
11/5/2024	Federal Taxes	\$ 70,599.08
11/5/2024	State Taxes	\$ 9,331.54

Total Payroll: **\$ 298,544.56**

Grand Total: **\$ 1,571,711.48**



Anna Nicholas, Finance Director



Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 11/7/2024 - 2:39 PM

Prewritten



City of
Atwater
Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26599	11/05/2024	General Fund	Garnishments	CRANE FINANCE		373.77
Check Total:						373.77
Report Total:						373.77

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 11/7/2024 - 2:45 PM



City of
Atwater
 Community Pride City Wide

760 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	11/05/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		24,402.54
0	11/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		18,628.92
0	11/05/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,356.78
0	11/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,356.78
0	11/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		18,628.92
0	11/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		42.68
0	11/05/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		182.46
0	11/05/2024	General Fund	Pers Deduction	PERS-RETIREMENT		8,140.29
0	11/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,131.66
0	11/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		2,795.62
0	11/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
0	11/05/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		9,331.54
0	11/05/2024	General Fund	Pers Deduction	PERS-RETIREMENT		894.87
0	11/05/2024	General Fund	Pers Deduction	PERS-RETIREMENT		2,651.64
0	11/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		-300.25
0	11/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		9,975.30
0	11/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		-306.79
0	11/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		16,291.35
0	11/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		6,421.60
0	11/05/2024	General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	11/05/2024	General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
0	11/05/2024	Employee Benefits Fund	Life Insurance	UNUM LIFE INSURANCE		1,934.10
0	11/05/2024	Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		1,486.21
0	11/05/2024	Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		3,487.45
Check Total:						145,576.17
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ROBERT VASQUEZ		208.94
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	EDWARD VELASQUEZ		150.55
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DAVID WALKER		609.06
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GREG WELLMAN		609.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LORI WATERMAN		666.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	EARL WEATHERS		587.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CHARLIE WOODS		587.67

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ELIZABETH WILDE		867.97
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DICK WISDOM		150.55
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	NANCY WILLIAMS		246.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KIM BENGSTON-JENNINGS		523.12
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LOIS BELT		246.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JAMES ATKINSON		150.55
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LEN GUILLETTE		1,054.58
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	HARRY E. DUNN		587.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	RANDALL CARROTHERS		1,429.18
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DARIN JANTZ		1,456.33
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MANUEL DURAN		85.37
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MICHAEL KEELER		1,165.57
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GLEN C. CARRINGTON		150.55
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ANTHONY CARDOZA		812.16
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	TYNA LAMISON		695.15
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JESUS F. DURAN		1,579.79
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GEORGE LOGAN		246.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	STEPHEN LUNDGREN		208.25
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ADOLFO LOMELI		1,447.97
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ALLAN BOYER		649.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ROBERT CALLAWAY		577.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	PATRICK FARETTA		936.40
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	GARY FRAGO		410.10
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	NELSON CRABB		601.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	RICHARD HAWTHORNE		577.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	SCOTT DUNCAN		1,386.49
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JOSEPH HOFFAR		458.10
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KEN JENSEN		355.41
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	STANLEY FEATHERS		587.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	SAMUEL JOSEPH		1,553.12
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LORIN MANN		643.16
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DAVID CHURCH		573.49
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BOBBY GREGORY		2,507.94
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DEBRA COURT		196.41
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	STEVE KJOS		587.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	LINDA FERRERO		246.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CHRISTIAN HAMBRECHT		666.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ARMANDO ECHEVARRIA		867.97
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	FRANK ORMOND		150.55
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JUAN SUFENTES		1,650.12
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MIKE STANFORD		855.06
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	FRANK PIETRO		510.45
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DOUGLAS P. TILLEY		246.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	MARGARET MERRITT		150.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	RENE MENDOZA		577.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	WILLIAM RICHARDS		196.41
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	ROBERTO ROMERO		472.62
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	TONY RAMIREZ		867.97
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BENJAMIN THOMAS		1,357.10
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BILL SWALLEY		150.55
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	WILLIAM MARTIN		867.97
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JEFF MONDLOCH		184.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JOHN RASMUSSEN		587.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	THOMAS PROTHRO		150.55
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CYNTHIA THOMPSON		246.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JOHN SMOTHERS		740.16
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	JERRY MOORE		577.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	CHRISTOPHER A. MCDANIEL		246.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	DENNIS O. SPARKS		246.34
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	KELLY SORENSEN		1,278.51
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	BARBARA RIIS CHRISTENSEN		577.67
0	10/30/2024	Employee Benefits Fund	Health Insurance, Retirees	SANDY RAHN		762.27
Check Total:						44,558.19
0	11/04/2024	General Fund	Miscellaneous Bills	PERS-HEALTH		3.97
0	11/04/2024	General Fund	Pers Health Payable	PERS-HEALTH		110,059.04
0	11/04/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		167.87
0	11/04/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		10,990.00
0	11/04/2024	Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		264.14
0	11/04/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		1,655.99
Check Total:						123,141.01
Report Total:						313,275.37

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 11/7/2024 - 2:41 PM



City of
Atwater
 Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	11/12/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		41.68
0	11/12/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		41.68
0	11/12/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		41.68
0	11/12/2024	General Fund	Office Supplies	QUADIANT FINANCE USA INC		1,500.00
0	11/12/2024	General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		1,542.73
0	11/12/2024	General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		52.68
0	11/12/2024	General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		28.73
0	11/12/2024	Successor Agency Debt Service	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		25,593.60
0	11/12/2024	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		35,530.73
0	11/12/2024	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		182,653.13
0	11/12/2024	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		92,916.67
0	11/12/2024	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		59,583.33
0	11/12/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		594.54
0	11/12/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		594.54
0	11/12/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		594.54
0	11/12/2024	Employee Benefits Fund	Unemployment Insurance	EMPLOYMENT DEVELOPMENT DEPT.		8,196.00
Check Total:						409,506.26
26600	11/12/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		721.89
26600	11/12/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		721.89
26600	11/12/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		721.88
26600	11/12/2024	Water Enterprise Fund	Office Supplies	ABS DIRECT INC		1,873.33
26600	11/12/2024	Sewer Enterprise Fund	Office Supplies	ABS DIRECT INC		1,873.33
26600	11/12/2024	Sanitation Enterprise Fund	Office Supplies	ABS DIRECT INC		1,873.34
Check Total:						7,785.66
26601	11/12/2024	General Fund	Special Departmental Expense	AIRGAS USA, LLC		121.21
Check Total:						121.21
26602	11/12/2024	General Fund	Office Supplies	ALLIED WEST PRINTING		270.57
Check Total:						270.57
26603	11/12/2024	General Fund	Professional Services	ALLWAYS TOWING LLC		3,050.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26603	11/12/2024	Internal Service Fund	Professional Services	ALLWAYS TOWING LLC		200.00
					Check Total:	3,250.00
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		43.46
26604	11/12/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		289.26
26604	11/12/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		289.26
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		190.05
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		190.05
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		20.65
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		32.16
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		32.55
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		36.15
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		116.83
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.84
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		70.32
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		97.80
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		6.08
26604	11/12/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		305.20
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		33.93
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		22.37
26604	11/12/2024	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		157.20
26604	11/12/2024	Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		179.40
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.27
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		7.06
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		11.96
26604	11/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		32.77
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		7.31
26604	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		37.71
26604	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		26.09
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		110.90
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		50.66
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		126.52
26604	11/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		97.86
26604	11/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		16.30
26604	11/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		30.44
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		51.08
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		271.85
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.30
26604	11/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		46.21
26604	11/12/2024	Water Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		97.83
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		334.60
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		87.17
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		10.15

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		37.82
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		22.49
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		10.85
26604	11/12/2024	General Fund	Office Supplies	AMAZON CAPITAL SERVICES		14.57
26604	11/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		271.90
26604	11/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		82.97
26604	11/12/2024	General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		93.49
26604	11/12/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		216.41
26604	11/12/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	AMAZON CAPITAL SERVICES		2,723.66
26604	11/12/2024	Water Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		38.05
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		354.52
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		206.60
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		206.60
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		255.55
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		51.08
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		271.85
26604	11/12/2024	Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		225.85
26604	11/12/2024	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		13.21
26604	11/12/2024	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		30.48
26604	11/12/2024	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		16.28
26604	11/12/2024	Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		26.51
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		129.51
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		442.35
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		327.29
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		135.49
26604	11/12/2024	Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		32.61
Check Total:						9,848.59
26605	11/12/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		30,446.25
26605	11/12/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		1,100.93
Check Total:						31,547.18
26606	11/12/2024	Internal Service Fund	Professional Services	ASBURY ENVIRONMENTAL SERVICES		7.00
26606	11/12/2024	Internal Service Fund	Professional Services	ASBURY ENVIRONMENTAL SERVICES		172.00
26606	11/12/2024	Internal Service Fund	Professional Services	ASBURY ENVIRONMENTAL SERVICES		102.00
Check Total:						281.00
26607	11/12/2024	Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		95.00
Check Total:						95.00
26608	11/12/2024	General Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		260.00
26608	11/12/2024	Gas Tax/Street Improvement	Professional Services	ATWATER CHIROPRACTIC, INC.		130.00
26608	11/12/2024	Water Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		360.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26608	11/12/2024	Sewer Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		65.00
26608	11/12/2024	Internal Service Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		260.00
					Check Total:	1,075.00
26609	11/12/2024	ARPA-American Rescue Plan Act	Police Dept Remodel/Rehab	ATWATER ELECTRIC		19,872.00
					Check Total:	19,872.00
26610	11/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		431.20
26610	11/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		3,810.68
26610	11/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		446.01
26610	11/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		949.68
26610	11/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		478.44
26610	11/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		372.60
26610	11/12/2024	Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION (BC		3,112.44
					Check Total:	9,601.05
26611	11/12/2024	General Fund	Professional Services	BEST BEST & KRIEGER		38,010.60
26611	11/12/2024	Sanitation Enterprise Fund	Professional Services	BEST BEST & KRIEGER		332.00
26611	11/12/2024	Risk Management Fund	Professional Services	BEST BEST & KRIEGER		779.74
					Check Total:	39,122.34
26612	11/12/2024	Internal Service Fund	Professional Services	BEST ELECTRIC		175.00
					Check Total:	175.00
26613	11/12/2024	Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		935.13
					Check Total:	935.13
26614	11/12/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	BSK ASSOCIATES		1,609.00
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		133.15
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
26614	11/12/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
26614	11/12/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		101.44
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		61.12
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
26614	11/12/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,598.44
26614	11/12/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
26614	11/12/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26614	11/12/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
					Check Total:	9,539.32
26615	11/12/2024	Internal Service Fund	Special Departmental Expense	CAL FARM SERVICES		65.82
					Check Total:	65.82
26616	11/12/2024	Internal Service Fund	Operations & Maintenance	CARQUEST		56.14
					Check Total:	56.14
26617	11/12/2024	Sewer Enterprise Fund	Machinery & Equipment	CASCADE INTEGRATION AND DEVELOPME		6,607.63
					Check Total:	6,607.63
26618	11/12/2024	Gas Tax/Street Improvement	Professional Services	CENTRAL VALLEY TREES AND LANDSCAPE S		3,105.00
26618	11/12/2024	Gas Tax/Street Improvement	Professional Services	CENTRAL VALLEY TREES AND LANDSCAPE S		3,250.00
26618	11/12/2024	Gas Tax/Street Improvement	Professional Services	CENTRAL VALLEY TREES AND LANDSCAPE S		2,850.00
					Check Total:	9,205.00
26619	11/12/2024	ARPA-American Rescue Plan Act	Tennis Court Resurface	CHAMPION COURTS INC		29,300.00
					Check Total:	29,300.00
26620	11/12/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35
26620	11/12/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
26620	11/12/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.38
26620	11/12/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
26620	11/12/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		33.59
26620	11/12/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		65.81
26620	11/12/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		88.54
26620	11/12/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35
26620	11/12/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
26620	11/12/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
26620	11/12/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		33.59
26620	11/12/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.38
26620	11/12/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		65.81
26620	11/12/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		88.54
					Check Total:	577.28
26621	11/12/2024	General Fund	Training	CITY OF FRESNO		144.00
					Check Total:	144.00
26622	11/12/2024	Internal Service Fund	Communications	COMCAST		1,680.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	1,680.49
26623	11/12/2024	Internal Service Fund	Communications	COMCAST		11.50
26623	11/12/2024	Internal Service Fund	Communications	COMCAST		262.61
					Check Total:	274.11
26624	11/12/2024	Gas Tax/Street Improvement	Small Tools	CONSOLIDATED ELECTRICAL DISTRIBUTORS		668.05
26624	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		530.41
26624	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		1,033.91
					Check Total:	2,232.37
26625	11/12/2024	Public Safety Trans & Use Tax	Machinery & Equipment	COOK'S COMMUNICATIONS		1,330.43
26625	11/12/2024	General Fund	Communications	COOK'S COMMUNICATIONS		331.83
26625	11/12/2024	General Fund	Communications	COOK'S COMMUNICATIONS		331.83
26625	11/12/2024	General Fund	Fire Marshal Supplies	COOK'S COMMUNICATIONS		46.24
					Check Total:	2,040.33
26626	11/12/2024	General Fund	Special Departmental Expense	CREATIVE COPY		248.00
					Check Total:	248.00
26627	11/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
26627	11/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
26627	11/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26627	11/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26627	11/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26627	11/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
26627	11/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26627	11/12/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
					Check Total:	320.00
26628	11/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
26628	11/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
26628	11/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		730.00
26628	11/12/2024	Information Technology Fund	Professional Services	DATA PATH		8,321.00
26628	11/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,831.00
26628	11/12/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,617.50
					Check Total:	19,019.50
26629	11/12/2024	General Fund	Various Recreation Classes	MARY ANN DAVIS		500.50
					Check Total:	500.50
26630	11/12/2024	Internal Service Fund	Operations & Maintenance	DELRAY TIRE		1,258.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	1,258.71
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		121.21
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		48.70
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		48.70
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		48.70
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		155.85
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		57.34
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		75.76
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		415.64
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		318.22
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		288.98
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		106.07
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		162.36
26631	11/12/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		134.23
					Check Total:	1,981.76
26632	11/12/2024	General Fund	Uniform & Clothing Expense	ENTENMANN-ROVIN CO.		147.71
					Check Total:	147.71
26633	11/12/2024	Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		2,801.49
					Check Total:	2,801.49
26634	11/12/2024	General Fund	Special Departmental Expense	ETCH THIS AND THAT		85.03
					Check Total:	85.03
26635	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		172.58
					Check Total:	172.58
26636	11/12/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	FACILITY DESIGNS INC		1,303.05
					Check Total:	1,303.05
26637	11/12/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	FASTENAL COMPANY		26.09
					Check Total:	26.09
26638	11/12/2024	Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		174.46
					Check Total:	174.46
26639	11/12/2024	Internal Service Fund	Operations & Maintenance	FORD PRO		922.23
					Check Total:	922.23

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26640	11/12/2024	General Fund	Professional Services	FORENSIC NURSE SPECIALISTS		2,250.00
				Check Total:		2,250.00
26641	11/12/2024	General Fund	Training	FRESNO CITY COLLEGE		356.00
				Check Total:		356.00
26642	11/12/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		167.78
26642	11/12/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		167.78
26642	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	GCP WW HOLDCO LLC		194.84
				Check Total:		530.40
26643	11/12/2024	SB1-Road Maint & Rehab RMRA	Project Retention	GEORGE REED INC		-10,767.50
26643	11/12/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	GEORGE REED INC		215,350.00
				Check Total:		204,582.50
26644	11/12/2024	Water Enterprise Fund	Special Departmental Expense	GRAINGER		1,662.74
				Check Total:		1,662.74
26645	11/12/2024	Internal Service Fund	Utilities	HOFFMAN SECURITY		55.00
26645	11/12/2024	Internal Service Fund	Utilities	HOFFMAN SECURITY		1,038.90
				Check Total:		1,093.90
26646	11/12/2024	Water Enterprise Fund	Accounts Payable	GRACIELA HUMPHRIES		139.11
				Check Total:		139.11
26647	11/12/2024	General Fund	Memberships & Subscriptions	IIMC		125.00
				Check Total:		125.00
26648	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		326.25
				Check Total:		326.25
26649	11/12/2024	Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		11,693.00
				Check Total:		11,693.00
26650	11/12/2024	Water Enterprise Fund	Accounts Payable	WILLIAM & KRISTEN JENSEN		45.16
				Check Total:		45.16
26651	11/12/2024	Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		237.41
26651	11/12/2024	Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		446.22
				Check Total:		683.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26652	11/12/2024	General Fund	Fire Marshal Supplies	JORGENSEN COMPANY		109.85
26652	11/12/2024	Internal Service Fund	Professional Services	JORGENSEN COMPANY		235.69
					Check Total:	345.54
26653	11/12/2024	Water Enterprise Fund	Accounts Payable	MARK KAEBNICK JR.		166.23
					Check Total:	166.23
26654	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		44.37
26654	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		55.58
					Check Total:	99.95
26655	11/12/2024	Water Enterprise Fund	Accounts Payable	JORDAN LAVINE		150.94
					Check Total:	150.94
26656	11/12/2024	General Fund	Special Departmental Expense	LEAVE YOUR MARK!		1,107.00
					Check Total:	1,107.00
26657	11/12/2024	General Fund	Miscellaneous	LOOMIS		886.65
26657	11/12/2024	General Fund	Miscellaneous	LOOMIS		741.35
					Check Total:	1,628.00
26658	11/12/2024	Internal Service Fund	Operations & Maintenance	MC REGIONAL WASTE MGMT. AUTH.		120.60
26658	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		19.00
26658	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		24.00
26658	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		160.45
26658	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		403.68
					Check Total:	727.73
26659	11/12/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		137.82
26659	11/12/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		133.92
26659	11/12/2024	General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		180.79
					Check Total:	452.53
26660	11/12/2024	General Fund	Youth Flag Football	MERCED AREA SPORTS OFFICIALS, INC		230.00
26660	11/12/2024	General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		175.00
26660	11/12/2024	General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
26660	11/12/2024	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		420.00
26660	11/12/2024	General Fund	Youth Flag Football	MERCED AREA SPORTS OFFICIALS, INC		368.00
26660	11/12/2024	General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		175.00
26660	11/12/2024	General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	1,928.00
26661	11/12/2024	Internal Service Fund	Professional Services	MERCEDEZ CHEVROLET		252.00
26661	11/12/2024	Internal Service Fund	Operations & Maintenance	MERCEDEZ CHEVROLET		162.38
					Check Total:	414.38
26662	11/12/2024	Sewer Enterprise Fund	Professional Services	MERCEDEZ IRRIGATION DISTRICT		187.93
					Check Total:	187.93
26663	11/12/2024	Internal Service Fund	Operations & Maintenance	MERCEDEZ TRUCK & TRAILER INC.		18.03
					Check Total:	18.03
26664	11/12/2024	General Fund	Uniform & Clothing Expense	METRO UNIFORM MERCEDEZ		73.07
					Check Total:	73.07
26665	11/12/2024	General Fund	Community Center Deposits	CLAUDIA MILLAN		210.00
26665	11/12/2024	General Fund	Community Center Deposits	CLAUDIA MILLAN		210.00
26665	11/12/2024	General Fund	Community Center Deposits	CLAUDIA MILLAN		350.00
					Check Total:	770.00
26666	11/12/2024	Internal Service Fund	Professional Services	MISTER CAR WASH		1,104.00
					Check Total:	1,104.00
26667	11/12/2024	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		225.76
					Check Total:	225.76
26668	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		2.90
26668	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		139.80
					Check Total:	142.70
26669	11/12/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		43.49
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		104.36
26669	11/12/2024	Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		55.42
26669	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		41.30
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		326.21
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		133.04
26669	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		174.31
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		133.04
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		293.86
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		167.92
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		278.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		184.86
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		315.15
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		7.91
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		18.50
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		181.21
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		61.69
26669	11/12/2024	Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		68.49
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		206.54
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		9.78
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		35.75
26669	11/12/2024	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		163.10
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		5.75
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		185.18
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		181.21
26669	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		20.65
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		32.78
26669	11/12/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		26.46
				Check Total:		3,456.12
26670	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	PACIFIC WATER RESOURCES		2,291.66
				Check Total:		2,291.66
26671	11/12/2024	General Fund	Training	PRI MANAGEMENT GROUP		149.25
26671	11/12/2024	General Fund	Training	PRI MANAGEMENT GROUP		199.00
				Check Total:		348.25
26672	11/12/2024	Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOPF		263.80
				Check Total:		263.80
26673	11/12/2024	Internal Service Fund	Professional Services	RAZZARI DODGE CHRYSLER JEEP RAM		2,008.50
26673	11/12/2024	Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		655.26
				Check Total:		2,663.76
26674	11/12/2024	ARPA-American Rescue Plan Act	Project Retention	REDSTONE CONSTRUCTION INC		5,580.00
				Check Total:		5,580.00
26675	11/12/2024	Water Enterprise Fund	Special Departmental Expense	SABRE BACKFLOW, INC.		200.06
				Check Total:		200.06
26676	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		770.93
26676	11/12/2024	General Fund	Special Departmental Expense	SAFE-T-LITE		201.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	972.22
26677	11/12/2024	General Fund	Professional Services	SANTA FE PET HOSPITAL		250.00
26677	11/12/2024	General Fund	Professional Services	SANTA FE PET HOSPITAL		123.69
26677	11/12/2024	General Fund	Professional Services	SANTA FE PET HOSPITAL		166.00
26677	11/12/2024	General Fund	Professional Services	SANTA FE PET HOSPITAL		166.00
26677	11/12/2024	General Fund	Professional Services	SANTA FE PET HOSPITAL		82.00
					Check Total:	787.69
26678	11/12/2024	Water Enterprise Fund	Accounts Payable	SEYLIN SAVY		111.65
					Check Total:	111.65
26679	11/12/2024	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		639.40
					Check Total:	639.40
26680	11/12/2024	General Fund	Special Departmental Expense	STAGE STOP GUN SHOP		228.38
					Check Total:	228.38
26681	11/12/2024	General Fund	Professional Services	STERICYCLE INC		39.44
					Check Total:	39.44
26682	11/12/2024	Sewer Enterprise Fund	Machinery & Equipment	STILES TRUCK BODY & EQUIPMENT INC		24,945.60
					Check Total:	24,945.60
26683	11/12/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		835.17
26683	11/12/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,076.83
26683	11/12/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,113.93
26683	11/12/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,168.89
					Check Total:	4,194.82
26684	11/12/2024	Water Enterprise Fund	Professional Services	SUPERIOR TANK SOLUTIONS INC		4,700.00
26684	11/12/2024	Water Enterprise Fund	Professional Services	SUPERIOR TANK SOLUTIONS INC		4,700.00
					Check Total:	9,400.00
26685	11/12/2024	Sewer Enterprise Fund	Professional Services	TERRACON CONSULTANTS INC		5,690.00
26685	11/12/2024	Sewer Enterprise Fund	Professional Services	TERRACON CONSULTANTS INC		2,765.00
					Check Total:	8,455.00
26686	11/12/2024	Water Enterprise Fund	Professional Services	TESCO CONTROLS, INC.		2,250.00
					Check Total:	2,250.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26687	11/12/2024	General Fund	Special Departmental Expense	THE SIGN GUYS		3,229.79
					Check Total:	3,229.79
26688	11/12/2024	General Fund	Professional Services	TNB TOWING & RECOVERY		300.00
					Check Total:	300.00
26689	11/12/2024	General Fund	Castle Park Deposits	EULA TOCA		200.00
					Check Total:	200.00
26690	11/12/2024	Information Technology Fund	Communications	TPX COMMUNICATIONS		11,607.21
					Check Total:	11,607.21
26691	11/12/2024	Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
					Check Total:	33.00
26692	11/12/2024	General Fund	Youth Flag Football	TROPHY CASE		880.88
					Check Total:	880.88
26693	11/12/2024	General Fund	Rents & Leases	UBEO WEST LLC		190.08
					Check Total:	190.08
26694	11/12/2024	General Fund	Community Center Deposits	JOSEFFINA VALENCIA		210.00
26694	11/12/2024	General Fund	Community Center Deposits	JOSEFFINA VALENCIA		350.00
26694	11/12/2024	General Fund	Community Center Rental	JOSEFFINA VALENCIA		70.00
26694	11/12/2024	General Fund	Community Center Rental	JOSEFFINA VALENCIA		-80.00
					Check Total:	550.00
26695	11/12/2024	Internal Service Fund	Operations & Maintenance	VAN DE POL		12,975.17
26695	11/12/2024	Internal Service Fund	Operations & Maintenance	VAN DE POL		12,127.33
					Check Total:	25,102.50
26696	11/12/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,195.44
26696	11/12/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		17.58
26696	11/12/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,036.17
					Check Total:	2,249.19
26697	11/12/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		11,352.50
26697	11/12/2024	Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		1,300.00
26697	11/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		2,855.50
26697	11/12/2024	Water Enterprise Fund	Professional Services	VVH CONSULTING SERVICES		11,422.00
26697	11/12/2024	Sewer Enterprise Fund	Lower Shaffer Storm Drain Imp	VVH CONSULTING SERVICES		7,200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26697	11/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		337.50
26697	11/12/2024	General Fund	Professional Services	VVH CONSULTING SERVICES		11,745.00
26697	11/12/2024	Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmts	VVH CONSULTING SERVICES		24,000.00
					Check Total:	70,212.50
26698	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	WARD ENTERPRISES		14.21
					Check Total:	14.21
26699	11/12/2024	Water Enterprise Fund	Accounts Payable	JANA WASHBURN		145.39
					Check Total:	145.39
26700	11/12/2024	General Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		42.80
26700	11/12/2024	Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		23.65
26700	11/12/2024	Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		3.89
					Check Total:	70.34
26701	11/12/2024	Water Enterprise Fund	Accounts Payable	ADAM WATSON		102.42
					Check Total:	102.42
26702	11/12/2024	Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		29.97
					Check Total:	29.97
26703	11/12/2024	Sewer Enterprise Fund	Small Tools	WINTON HARDWARE		177.69
26703	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		108.77
26703	11/12/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		143.26
26703	11/12/2024	Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		74.28
					Check Total:	504.00
					Report Total:	1,039,448.40



CITY OF ATWATER

CITY COUNCIL
ACTION MINUTES

October 28, 2024

REGULAR SESSION: (Council Chambers)

The City Council of the City of Atwater met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Nelson presiding.

INVOCATION:

The Invocation was led by City Council Member Button.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Mayor Pro Tem Raymond.

ROLL CALL: (City Council)

Present: *City Council Members Ambriz, Button, Cale, Ambriz, Mayor Pro Tem Raymond, Mayor Nelson*

Staff Present: *City Manager Hoem, City Attorney Splendorio, Police Chief Salvador, CAL Fire Battalion Chief Ayuso, Finance Director Nicholas, Public Works Director Vinson, City Clerk Billings, Assistant City Clerk Martin*

SUBSEQUENT NEED ITEMS: **None**

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: Mayor Pro Tem Raymond moved to approve the agenda as posted. The motion was seconded by City Council Member Button and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

PRESENTATIONS:

National Domestic Violence Awareness Month 2024

Mayor Nelson presented the proclamation, on behalf of the City Council, recognizing the month of October as National Domestic Violence Awareness Month.

Monthly report by Merced County District 3 Supervisor McDaniel regarding the following:

- The upcoming Lantern festival on November 16, 2024
- The City of Atwater Economic Development Summit
- The Patriot Rail Event on October 30, 2024 at 10 AM

Legislative report by California District 27 Assemblywoman Soria

Assemblywoman Soria provided a Legislative update.

CONSENT CALENDAR:

Mayor Nelson opened public comment regarding items on the Consent Calendar.

Linda Dash spoke regarding the Treasurer's Report.

No one else came forward.

Mayor Nelson closed the public comment.

MOTION: City Council Member Cale moved to approve the Consent Calendar as posted. The motion was seconded by City Council Member Ambriz and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

TREASURER'S REPORT:

1. August 31, 2024

ACTION: Acceptance of report as listed.

WARRANTS:

2. October 28, 2024

ACTION: Approval of warrants as listed.

MINUTES: (Planning Commission)

3. August 21, 2024 - Regular meeting

ACTION: Acceptance of minutes as listed.

MINUTES: (City Council)

4. October 14, 2024 - Regular meeting

ACTION: Approval of minutes as listed.

AGREEMENTS:

5. Approving a General Services Agreement with All Environmental Services, LLC. for On-Call Clean Up Services (Police Chief Salvador)

ACTION: Adoption of Resolution No. 3497-24 awarding a General Service Agreement, in a form approved by the City Attorney, to All Environmental Services LLC, Livingston, CA for on-call clean up services, for an amount not to exceed \$20,000; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

6. Approving a Purchase Agreement (Purchase Order) with Carbon Supply Inc. for Granulated Activated Carbon Exchange at Central Site (Public Works Director Vinson)

ACTION: Approving a Purchase Agreement (Purchase Order) to Carbon Supply Inc. of Bell Gardens, California for Granulated Activated Carbon (GAC) Exchange at Central Site, in an amount not to exceed \$110,050.00; and authorizes and directs the City Manager or his designee to execute the Agreement (Purchase Order) on behalf of the City.

OTHER ACTIONABLE ITEMS:

7. Approving CMAQ Grant Applications Pedestrian Phase 4 & New Street Sweeper (Deputy City Manager/Community Development Director Thompson and Public Works Director Vinson)

ACTION: Approving submittal of CMAQ Grant application for the Construction Phase of the Downtown Pedestrian Phase 4 Improvement Project and application for submittal of CMAQ Grant application for a New Street Sweeper; and Approving

Resolution No. 3498-24 authorizing the City Manager or his designee to execute all agreements/documents related to the Downtown Pedestrian Phase 4 Project- grant application; and Approving Resolution No. 3499-24 authorizing the City Manager or his designee to execute all agreements/documents related to the New Street Sweeper Grant Application; and Authorizing the City Manager or his designee to execute the CMAQ Assurance of Timely Project Delivery form.

8. Approving Plans and Specifications and Authorizing Advertising and Calling for Bids for the Castle Sewer Lift Station Rehabilitation Project (Public Works Director Vinson)

ACTION: Approval of plans and specifications and authorizes advertising and calling for bids for the Castle Sewer Lift Station Rehabilitation Project, City Project No. 19-9, Bid Call No. 730- 24.

9. Approve Budget Amendment Appropriating Funds from the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (Police Chief Salvador)

ACTION: Adoption of Resolution No.3500-24 approving Budget Amendment No. 5 amending the Fiscal Year 2024- 25 Budget regarding appropriating funds in the amount of \$14,078.00 to the Fiscal Year 2024-25 Police Grants Budget derived from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

10. Approve Budget Amendment Appropriating Funds from the 2024 Patrick Leahy Bulletproof Vest Partnership Grant Program (Police Chief Salvador)

ACTION: Adoption of Resolution No.3501-24 approving Budget Amendment No. 6 amending the Fiscal Year 2024- 25 Budget regarding appropriating funds in the amount of \$10,603.24 to the Fiscal Year 2024-25 Police Grants Budget derived from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's 2024 Patrick Leahy Bulletproof Vest Partnership Grant Program.

11. Accept the Tennis Court Resurfacing Project as Complete (Public Works Director Vinson)

ACTION: Accepts work done under the contract for the Tennis Court Resurfacing Project, City Project No. 24-11; authorizes a final payment in the amount of \$29,300.00 for the project; and authorizes and directs the City Manager to sign a Notice of Completion and have it recorded on behalf of the City.

PUBLIC HEARINGS:

Adopt Resolution Amending the Fiscal Year 2024-2025 Miscellaneous Fee Schedule (Public Works Director Vinson)

Public Works Director provided background information on this item.

Mayor Nelson opened the public hearing regarding this item.

No one else came forward to speak.

Mayor Nelson closed the public hearing.

MOTION: City Council Member Ambriz moved to adopt Resolution No. 3502-24 amending the City of Atwater's Miscellaneous Fee Schedule for Fiscal Year 2024-2025. The motion was seconded by City Council Member Cale and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

Waive the First Reading by Title only, and introduce an Ordinance Approving Zoning Ordinance Text Amendment No. 24-23-0100 amending Chapter 17.16 "Low Density Residential Districts" of the Atwater Municipal Code to add "R-1-5" (5,000 square foot lots) as a single-family residential district under the Low Density Residential Zone (Deputy City Manager/Community Development Director Thompson)

Deputy City Manager/Community Development Director Thompson provided background information on this item.

Mayor Nelson opened the public hearing regarding this item.

No one else came forward to speak.

Mayor Nelson closed the public hearing.

MOTION: Mayor Pro Tem Raymond moved to make a finding that the project is categorically exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), "Review for Exemption", under the common sense exemption; and, to waive the first reading by title only, and introduce Ordinance No. CS 1069 Amending Chapter 17.16: "Low Density Residential Districts" of the Atwater Municipal Code, to add "R-1-5" (5,000 square foot lots) as a Single Family Residential district. The motion was seconded by City Council Member Button and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

Waive the First Reading by Title Only, and Introduce an Ordinance Approving Zoning Ordinance Text Amendment No. 24-28-0100 Amending Chapter 17.28 "Accessory Dwelling Units" of the Atwater Municipal Code to Comply with recent changes in State law; and Finding the Action to be Statutorily Exempt from CEQA under section 21080.17 of the Public Resources Code (Deputy City Manager/Community Development Director Thompson)

Deputy City Manager/Community Development Director Thompson provided background information on this item.

Mayor Nelson opened the public hearing regarding this item.

No one else came forward to speak.

Mayor Nelson closed the public hearing.

MOTION: City Council Member Cale moved to make a finding that the project is statutorily exempt from review under the California Environmental Quality Act (“CEQA”) under Public Resources Code section 21080.17; and to waive the first reading by title only and introduce Ordinance No. CS 1070 amending Chapter 17.28 “Accessory Dwelling Units” of the Atwater Municipal Code to comply with recent changes in State law. The motion was seconded by Mayor Pro Tem Raymond and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Approval and Adoption of an Amendment to the City of Atwater Improvement Standards and Specifications (Deputy City Manager/Community Development Director Thompson)

Deputy City Manager/Community Development Director Thompson provided background information on this item.

Mayor Nelson opened public comment regarding this item.

No one came forward to speak.

Mayor Nelson closed public comment.

MOTION: City Council Member Button moved to Adopt Resolution No. 3503-24 approving an amendment to update the Improvement standards and Specifications of the city of Atwater by repealing the current city standards listed here: DR-1, SCG-1, SCG-2, SCG-4, SCG-5, ST-3 and replacing them with the attached improvement standards. Adopt standard details ST-8, ST-9. Repeal standard details D-1, D-5. The motion was seconded by Mayor Pro Tem Raymond and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

Mayor Nelson clarified that under the Brown Act, members of the public are entitled to directly address the City Council and are not entitled to address their comments to other members of the public or to staff.

Mayor Nelson opened public comment.

Michael Gomez spoke regarding an upcoming Christmas festival,

Linda Dash spoke regarding the warrants and police equipment.

Jim Price spoke regarding Police Equipment and the Economic Development Summit.

Keith Pelowski spoke regarding Police Equipment and Staffing.

Riche Miller spoke regarding Victory Baptist 36-year Anniversary.

Resident thanked Public Safety.

Mayor Nelson closed the public comment.

CITY COUNCIL REPORTS/UPDATES:

City Council comments

City Council Member Cale asked for an update on various items.

City Council Member Ambriz spoke regarding the Annual Conference he attended and reminded everyone to be careful during Halloween.

City Council Member Button reminded everyone to vote and spoke regarding a stop sign

Mayor Pro Tem Raymond reminded all to vote.

Mayor Nelson gave a brief update.

CITY MANAGER REPORTS/UPDATES:

Update from the Office of the City Manager

City Manager Hoem reported the following:

- **Provided an update regarding the upcoming trunk or treat.**
- **Provided an update regarding the no camping ordinance.**

ADJOURNMENT:

Mayor Nelson adjourned the meeting at 7:18 PM.

APPROVED:

MIKE NELSON
MAYOR

ATTEST:

JANELL MARTIN
ASSISTANT CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: November 12, 2024
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Janell Martin, Assistant City Clerk/Records Coordinator
SUBJECT: **Award a Cooperative State and Local Government Value Rental Lease Agreement for Multi-Functional Copiers to UBEO (City Manager Hoem)**

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3504-24 awarding a Cooperative State and Government Value Rental Lease Agreement, in a form approved by the City Attorney, for the term of five (5) years with UBEO of Stockton California for the delivery, installation, and maintenance of sixteen (16) multi-functional copiers for use at the Administration Building, Finance Department, Police Department, Community Development, Community Center, and Fire Station 41 in an amount not to exceed \$33,166.92 per year; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

I. BACKGROUND/ANALYSIS:

The City is currently paying for copies, maintenance, and service as part of the existing agreement. The existing equipment is nearing the end of the expectant life cycle. With the proposed State and Local Government Value Rental Lease Agreement ("Agreement"), the City's payment amount will be reduced to \$2,763.91 a month or \$33,166.92 annually. This equates to \$.014 and \$.070 for black and color copies respectively.

If approved, the Agreement is a five (5) year rental lease that includes:

- All toner (regardless of fill);
- Onsite service and parts;
- Fixed term pricing;
- Performance Guarantee; and
- Return of equipment and early termination of existing lease so that saving can begin upon receipt of the new equipment.

The Agreement provides the City with savings while providing services to meet City staff needs in day to day functions and assuring that the City is properly equipped to provide

these services in an efficient manner. Any copy usage overages will still be billed at lower rates (\$0.0140 for black and \$0.0700 for color).

In accordance with the City of Atwater Purchasing System Manual, Section 9 - Procurement Methods, "Cooperative Purchases," "The City may participate in purchases and contracts established by similar jurisdictions, provided the cooperative agreement is established following a competitive bid process similar to the City's Formal Contract Procedure." Shasta Union High School District went through a competitive process for like equipment and services which satisfies the City's purchasing requirements. Staff is recommending that the City Council award the Cooperative Agreement to UBEO Company.

II. FISCAL IMPACTS:

The cost of each copier lease is included in each department's budget in the Rents and Leases account number ending 3034. Existing budgets also include a line item for copy overages in Operations and Maintenance account number ending 3035. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to speak prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is considered an exempt activity under provision of the California Environmental Quality Act (CEQA) under Section 15301 "existing facilities" therefore not subject to further analysis. Further, any other necessary or required environmental review will occur prior to any specific project approval.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, staff will route the Agreement for signatures. UBEO Company will remove the old equipment and replace with the new equipment.

Submitted and Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution UBEO Agreement
2. CITY OF ATWATER 60 MONTH LEASE NOV 4 2024
3. CITY OF ATWATER JUDICIAL ADDENDUM NOVEMBER 4 2024
4. CITY OF ATWATER SCHEDULE A NOV 4 2024
5. CITY OF ATWATER SLG ADDENDUM NOV 4 2024
6. #8 R6 Signed Master agreement
7. #5.5 SUHSD RMC Response Final 022520



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER AWARD A COOPERATIVE
STATE AND LOCAL GOVERNMENT VALUE
RENTAL LEASE AGREEMENT FOR MULTI-
FUNCTIONAL COPIERS TO UBEO**

WHEREAS, The City is currently paying for copies, maintenance, and service as part of the existing agreement. The existing equipment is nearing the end of the expectant life cycle. With the proposed State and Local Government Value Rental Lease Agreement (“Agreement”), the City’s payment amount will be reduced to \$2,763.91 a month or \$33,166.92 annually.; and

WHEREAS, the Agreement is a five (5) year rental lease that includes: All toner (regardless of fill); Onsite service and parts; Fixed term pricing; Performance Guarantee; and Return of equipment and early termination of existing lease so saving can begin upon receipt of the new equipment; and

WHEREAS, The Agreement provides the City with savings while providing services to meet City staff needs in day to day functions and assuring that the City is properly equipped to provide these services in an efficient manner. Any copy usage overages will still be billed at lower rates (\$0.0140 for black and \$0.0700 for color). In accordance with the City of Atwater Purchasing System Manual, Section 9 - Procurement Methods, “Cooperative Purchases,” “The City may participate in purchases and contracts established by similar jurisdictions, provided the cooperative agreement is established following a competitive bid process similar to the City’s Formal Contract Procedure.” Shasta Union High School District went through a competitive process for like equipment and services which satisfies the City’s purchasing requirements; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby award a Cooperative State and Government Value Rental Lease Agreement, in a form approved by the City Attorney, for the term of five (5) years with UBEO of Stockton California for the delivery, installation, and maintenance of sixteen (16) multi-functional copiers for use at the Administration Building, Finance Department, Police Department, Community Development, Community Center, and Fire Station 41 in an amount not to exceed \$33,166.92 per year; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

The foregoing resolution is hereby adopted this 12th day of November 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470

The words "User," "Lessee," "you" and "your" refer to **Customer**. The words "Owner," "Lessor," "we," "us" and "our" refer to **UBEO West, LLC**.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Atwater			STREET ADDRESS 750 Bellevue Rd	
CITY Atwater	STATE CA	ZIP 95301-2867	PHONE (209) 357-6300	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
SCHEDULE A			<input type="checkbox"/>
			<input type="checkbox"/>

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ \$2,763.91 *If you are exempt from sales tax, attach your certificate.* **plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes	<u>17,929</u>	B&W images per month	Overages billed at \$	<u>\$0.0140</u>	per B&W image*
Payment includes	<u>6,846</u>	General Color images per month	Overages billed at \$	<u>\$0.0700</u>	per General Color image*
Payment includes		Pro. Color images per month	Overages billed at \$		per Pro. Color image*
Payment includes		scans per month	Overages billed at \$		per scan*

Please check one: **Meter Readings verified:** Monthly Quarterly Other: _____ (If nothing is selected, then Quarterly will be your Meter Reading option.)

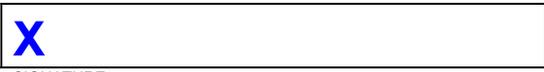
Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

UBEO West, LLC			
OWNER	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

City of Atwater			
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
94-6002854	PRINT NAME		
FEDERAL TAX I.D. #	PRINT NAME		

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month. In addition, should this Agreement replace a previous UBEO West, LLC generated equipment rental, a CLOSING BILL on the agreement being replaced, up to the installation date of the new equipment, will be sent approximately (10) days after delivery of the new equipment. You agree to pay this CLOSING BILL charges as they represent valid charges for product and services provided under the prior agreement up to the installation date of the new equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the

Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure us against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent which will not be unreasonably withheld.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of the Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You have been informed that a surge protector is recommended to protect your electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through UBEO West, LLC. You are responsible for providing manufacturer recommended adequate power supply. Check one of the following: Purchased Has existing Declined and will be responsible for damage caused by not having a surge protector. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. An image/scan is equal to a single sided 8.5" x 11" copy or print. Each month, you are entitled to produce the minimum number of images/scans shown on page 1 of this Agreement for each applicable image/scan type. Regardless of the number of images/scans made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. If at any time during the term of this Agreement meter readings are not collected electronically there will be a \$5 fee assessed per device, per month for the term of this Agreement or until the meter readings are set-up electronically. You agree to pay the applicable average charge for each metered image/scan that exceeds the applicable minimum number of images/scans. Images/scans made on equipment marked as not financed under this Agreement will be included in determining your image/scan and average charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the average charges may be increased by a maximum of 15% of the existing payment or charge. If you have multiple devices at the installation address, which use the same supplies provided under this Agreement, all devices using the same supplies must be covered under an active agreement with Supplier. UBEO West, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

14. **EXCLUSIONS:** Maintenance service under the Arrangement is contingent upon proper use of the device. The Arrangement does not include: a) Repairs resulting from causes other than normal use; your willful act, use of any paper stock that does not meet device specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc.), theft, or any other unusual circumstance. b) Repairs made necessary by service performed by personnel other than UBEO West, LLC representative. c) Work which you request to be performed outside regular business hours. d) Reconditioning or modification to the Equipment except those specified by UBEO West, LLC's Technical Service Department to assure greater performance of the Equipment. e) Any and all work related to data flow between the covered device and your computers, software or computer network; or work on your computers, software or computer network independent of the Equipment. f) Repairs to the Equipment that is past the manufacturer's end of service life.

CALIFORNIA JUDICIAL REFERENCE ADDENDUM

AGREEMENT #
3141911

Addendum to Agreement # 3141911 and any future supplements/schedules thereto, between City of Atwater, as Customer and UBEO West, LLC, as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement by adding the following language:

1. Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to judicial reference, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least 10 years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP §641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within 10 calendar days after one party serves a written notice of intent for judicial reference upon the other parties, then the referee will be selected by the court in accordance with CCCP § 640(b).
3. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCCP §§644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
4. Notwithstanding the preceding agreement to submit Disputes to a judicial referee, the parties preserve, without diminution, certain rights and remedies at law or equity and under the Agreement that such parties may employ or exercise freely, either alone or in conjunction with or during a Dispute. Each party shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, setoff, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of a judicial referee to grant similar remedies that may be requested by a party in a Dispute. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Addendum for judicial reference of any Dispute. The parties do not waive any applicable federal or state substantive law except as provided herein.
5. If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the parties shall stay the proceedings of the claims not subject to this Addendum until all other claims are resolved in accordance with this Addendum. If there are Disputes by or against multiple parties, some of which are not subject to this Addendum, the parties shall sever the Disputes subject to this Addendum and resolve them in accordance with this Addendum.
6. During the pendency of any Dispute that is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Addendum. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
7. In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.
8. THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

UBEO West, LLC

Lessor/Secured Party

Signature

Title

Date

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Equipment Schedule A

Agreement Number

This Equipment Schedule A is to be attached to and become part of the item description for the Agreement. Dated: _____ by and between the undersigned and UBEO West, LLC

EQUIPMENT INFORMATION									Black and White				Color Pool			
LN	Model #	Serial #	Ownership	Location	Address	City	ST	Zip	Start Meter	Pool #	Covered Copies	Overage Rate	Start Meter	Pool #	Covered Copies	Overage Rate
1	Canon imageRUNNER ADVANCE DX C3930i		Lessor	MAIL ROOM POLICE DEPT	750 Bellevue Rd	Atwater	CA	95301-2867	SHARED	1	17929	\$0.0140	SHARED	2	6846	\$0.0700
2	Canon imageRUNNER ADVANCE DX C5840i		Lessor	PUBLIC WORKS CORP YARD	470 AVIATOR DRIVE	Atwater	CA	95301-2867		1		\$0.0140		2		\$0.0700
3	Canon imageRUNNER ADVANCE DX C5840i		Lessor	CITY MANAGER	1160 5th Ave	Atwater	CA	95301-2867		1		\$0.0140		2		\$0.0700
4	Canon imageRUNNER ADVANCE DX C5850i		Lessor	POLICE DEPT	750 Bellevue Rd	Atwater	CA	95301-2867		1		\$0.0140		2		\$0.0700
5	Canon imageRUNNER ADVANCE DX C5860i		Lessor	HR	1160 5th Ave	Atwater	CA	95301-2867		1		\$0.0140		2		\$0.0700
6	Canon Color imageCLASS X MF1333C		Lessor	PATROL ROOM	750 Bellevue Rd	Atwater	CA	95301-2867		1		\$0.0140		2		\$0.0700
7	Canon imageRUNNER ADVANCE DX C3930i		Lessor	FIRE 41	699 Broadway	Atwater	CA	95301-2867		1		\$0.0140		2		\$0.0700
8	Canon image RUNNER ADVANCE DX C5840		Lessor	FINANCE	750 Bellevue Rd	Atwater	CA	95301-2867		1		\$0.0140		2		\$0.0700
9	Canon imageRUNNER ADVANCE DX C5840i		Lessor	COMMUNITY DEVELOPMENT	750 Bellevue Rd	Atwater	CA	95301-2867		1		\$0.0140		2		\$0.0700
10	Canon imageRUNNER ADVANCE DX C5840i		Lessor	COMMUNITY CENTER	760 East Bellevue Rd	Atwater	CA	95301-2867		1		\$0.0140		2		\$0.0700
11	Canon LBP 1440		Lessor	FINANCE SUPERVISOR	750 Bellevue Rd	Atwater	CA	95301-2867		1		\$0.0140				
12	Canon LBP 1440		Lessor	HR TECH 1	1160 5th Ave	Atwater	CA	95301-2867		1		\$0.0140				
13	Canon LBP 1440		Lessor	HR TECH 2	1160 5th Ave	Atwater	CA	95301-2867		1		\$0.0140				
14	Canon LBP 1440		Lessor	ACCOUNT TECH	750 Bellevue Rd	Atwater	CA	95301-2867		1		\$0.0140				
15	Canon LBP 1440		Lessor	CITY MANAGER OFFICE	1160 5th Ave	Atwater	CA	95301-2867		1		\$0.0140				
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CUSTOMER ACCEPTANCE

This Equipment Schedule A is hereby Verified as correct by the undersigned Lessee, who acknowledges receipt of a copy:

Dated: _____ Customer: _____ Signature: _____ Title: _____ Print Name: _____

Dated: _____ Customer: _____ Signature: _____ Title: _____ Print Name: _____

STATE AND LOCAL GOVERNMENT ADDENDUM (AK, AZ, CA, CO, HI, ID, MT, NV, NM, OR, UT, WA, WY)

Addendum to Agreement # 3141911 and any future supplements/schedules thereto, between **City of Atwater**, as Customer ("Customer") and **UBEO West, LLC**, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with

respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement; provided, however, that if you are a political subdivision of the State of Colorado, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

UBEO West, LLC

Lessor

Signature

Title

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

5. If you are a political subdivision of the State of Arizona, the following applies: We understand that you may cancel the Agreement within three years after the start date of the Agreement if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on your behalf becomes, during the term of the Agreement, our employee or agent or becomes, during the term of the Agreement, a consultant to us with respect to the subject matter of the Agreement.

6. If you are a school district in the State of California and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You will be deemed to have acquired title to the Equipment from the Supplier on the date we pay for it, and you hereby sell, transfer and convey the Equipment to us on that date. You represent to us that the resolution of your governing body authorizing the execution and delivery of the Agreement contained a finding that the Equipment is a major item of equipment or data processing equipment and that the sale and leaseback of the Equipment was the most economical means of providing the Equipment to you.

7. If you are a political subdivision of the State of Idaho, the following applies: If you are required under the Agreement to make any payments to us (other than a Payment) during any fiscal year during the term of the Agreement in the event of (a) a late payment charge for Payments, (b) an advance by us which you are required to repay, (c) an indemnity payment you owe to us, or (d) any other additional payment obligation you owe to us under the Agreement (collectively, the "Additional Payments"), the Additional Payments shall be payable solely from legally appropriated funds available for such fiscal year ("Available Funds"). To the extent Available Funds are not available for such fiscal year for payment of the Additional Payments, then the Additional Payments shall be subject to appropriation for the following fiscal year, or the fiscal year following the final fiscal year of the term of the Agreement, if the Additional Payment was incurred in the final fiscal year of the term of this Agreement. Failure to so appropriate the Additional Payments for the following fiscal year in each such case shall be a non-appropriation described in the Non-Appropriation or Renewal paragraph of the Agreement, providing the remedies to us for such an event in said paragraph. You will not be entitled to prepay the Agreement or to exercise your option to purchase the Equipment at the end of the term of the Agreement so long as any Additional Payments are outstanding and unpaid.

8. If you are a political subdivision of the State of Nevada, the following applies: You represent to us that, to the extent required by applicable law (a) the Agreement has been approved by the Executive Director of the Nevada Tax Commission, (b) the Agreement was approved by resolution of your governing body, and such resolution was approved by two-thirds of the members of such governing body, and (c) the resolution approving the Agreement was in form that complies with Nevada Revised Statutes Section 350.087, including the required findings of fact, and was published in accordance with the requirements of Section 350.087. To the extent required by applicable law, you agree to update your plan for capital improvements in accordance with the requirements of Nevada Revised Statutes Section 350.091.

Customer
X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

**SHASTA UNION HIGH SCHOOL DISTRICT
R6 RFP Contract 2020**

**Master Enabling Agreement
SUHSD R6-2020**

THIS AGREEMENT, made and entered into this June 10th, 2020, in the City of Redding, California, county of Shasta by and between the Shasta Union High School District, and Ray Morgan Company LLC a Ubeo Company, hereafter called Contractor. The length of this agreement is for a period of five (5) years, starting on June 10th, 2020 and terming on June 10th, 2025.

Shasta Union High School District may, at its option, whole or in part, extend or renew the agreement for an additional five (5) one-year periods after June 10th 2025.

This contract signed by the awarded contractor and with submitted pricing from the contractor will serve as a contract between Shasta Union High School District and the contractor.

Shasta Union High School District Board, on June 10th, 2020 selected and approved Ray Morgan Company LLC a Ubeo Company, public bid response to SUHSD R6 -2020 Office Equipment and services RFP. All products, pricing and services offered by the Contractor in the RFP submission shall be made available to the following: all public California educational organizations to include the California Community Colleges (CCC), K-12 Schools Districts, all local government entities at the city and county levels, non-profit groups, religious organizations, and government funded medical providers.

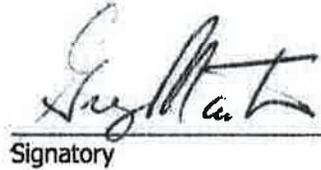
Shasta Union High School District



Signatory

Title: Superintendent

Date: 6/10/20



Signatory

Title: PRESIDENT

Date: 6/9/20

A. Qualification of Responders - Mandatory

The intent of this solicitation is to provide Shasta Union High School District with a successful implementation of the program for **technology office equipment and related technology, software and services** as specified. The school district believes that the supplier's previous experience, financial capability, expertise of its personnel, and related factors are important in assessing the responder's potential to meet the goals and objectives of the program. Accordingly, prospective responders must conform to the following minimum qualification standards and provide the required information in order to be considered for award.

1. For each Response Option specified below, responders must have verifiable successful experience in the last three (3) years in providing the range of products and services specified in this RFP as a primary vendor for at least three (3) accounts of similar size (or larger), complexity, and business volume. References are preferred to be accounts that are located within the geographical region (within 100 miles) of Shasta Union High School District. Responders must include with their proposal the company name, address, contact name and phone number, and brief description of reference accounts meeting this criteria as specified in Section III, Paragraph F of the RFP.
2. Responder's proposals must include at least one model for each copier segment as specified in Section III, Paragraph C (Required Products), Paragraph R (Minimum Digital Copier Requirements) and attached Pricing Schedules that meets and/or exceeds minimum requirements for each segment.
3. Responders must submit financial statements for the past two (2) years (or equivalent data) in order to establish its financial capability to provide the required products and services on a long-term contract basis.
 - A. Monthly billing; Electronic data capture utility; Monthly service reporting are all requirements for the contract.
 - B. Shasta Union High School District will **NOT** accept third party financing (this includes copiers).
 - C. SUHSD wants a single monthly billing statement per location that shall cover all product segments and shall consist of: (1) A summary of applicable monthly charges; (2) A detailed volume and resulting charge by departmental billing code and by device installed in each site or department (SHASTA UNION HIGH SCHOOL DISTRICT); and (3) An electronic comma delimited file (.csv) containing all of the key information.
4. Responders must be able to demonstrate and show evidence of having the capability to provide the required products and services by possessing adequate available resources, including personnel and warehouse/distribution facilities, product line, order processing and delivery capabilities, maintenance, support systems, organization structure, operation controls, quality control, and other related factors.
5. Responders must be the original equipment manufacturers (OEM) or authorized by the original equipment manufacturer to sell and service the products proposed as a result of this RFP. Only new OEM Parts and supplies will be allowed.
6. Responders **must** possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP in the state of California.
7. The Responder shall maintain Comprehensive General Liability insurance in the amount of not less than \$1,000,000 Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any sub-Supplier or anyone directly or indirectly employed by either of them. A separate General Aggregate limit shall apply to this project. The Supplier shall maintain Business Automobile Liability Insurance in the amount of not less than \$1,000,000 for each occurrence for bodily injury and property damages. The coverage shall be for "any auto" (including owned, non-owned, and hired vehicles). The certificate of insurance coverage shall name the Shasta Union High School District as additional insured. An original Additional Insured Endorsement signed by an authorized insurance company representative and certificates of insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work. Certificates shall be kept current for the duration of any resultant Contract.

Initials 

In addition to the information required above, Shasta Union High School District may request additional information either from the responder or others, and may utilize site visits and responder presentations, as reasonably required by the school district to verify the responder's ability to successfully meet the requirements of this RFP. Shasta Union High School District also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports, for further indications of the responder's ability.

B. Proposal Format Guidelines

Responders must submit their proposals in the format presented in this part. The entire Proposal must be submitted in hard copy, in addition, Pricing Schedules (Attachments 1-4) must be submitted electronically on USB Drive in Excel as provided. Proposals are to use the same section titles used below for ease of evaluation. Proposals must provide a complete response to all requirements stated in the RFP. Incomplete proposals are subject to disqualification. The Proposal shall be signed by an Officer or employee duly authorized to legally bind the entity submitting the Proposal. Proposals shall be complete, submitted in the prescribed format or on forms provided, and comply with the specifications and all legal requirements. All information furnished on the signed original copy of your response shall be typewritten or written in ink.

1. Statement of Company Background

Responders shall provide an introduction and general description of the company's background, nature of business activities, and experience in providing office equipment and related services.

2. Management Overview

This section should present the responder's understanding of the major objectives of the RFP and the responder's approach to fulfilling the RFP requirements.

3. Vendor Qualification And Experience

This section should contain the required qualification information specified in 'Qualification of Responder (Paragraph I above). Please describe your capabilities associated as it relates to proposed technologies and how these might benefit Shasta Union High School District.

4. Vendor Organization and Staffing

This section should describe the responder's organization and representation team. The narrative should include the name of staff, their background and qualifications, and their role in providing representation to Shasta Union High School District.

5. Responses To Program Requirements

Responders are to provide a complete response to each of the numbered requirements included in Sections III, IV, and V of the RFP. Responders should be concise in responding to the requirements.

6. Supplemental Information

This section provides responders an opportunity to inform Shasta Union High School District of the other services and/or products that may be relevant.

7. Price Quotation

Responders are to provide a price quotation in the form and format described in Section III.

Initials 

C. Proposal Evaluation and Contract Award

This solicitation, the evaluation of proposals, and the award of any resulting contract shall be made in conformance with applicable District policies and State of California law. Shasta Union High School District reserves the right to withdraw this Request for Proposal at any time or not award. All documents submitted to District on behalf of this RFP will become the exclusive property of the Shasta Union High School District and will not be returned.

Any contract resulting from this Request for Proposal will be awarded to the responsive and responsible responder whose proposal, in the opinion of the Shasta Union High School District, offers the greatest benefit to the District when considering the total value, including, but not limited to, the quality of products and service and total cost (including prompt payment discounts, trade-ins, upgrades, available volume discounts, shipping and other miscellaneous charges).

Shasta Union High School District reserves the right to make an award in whole or in part.

The Shasta Union High School District reserves the right to award to one of the three (3) lowest responsible bidders per (Public Contract Code section 20118.1 and Education Code section 81645.)

Proposals will be evaluated by the District Evaluation team using a quality points system. The evaluators will examine each proposal to determine, through the application of uniform criteria, the effectiveness of the proposal in meeting the District's program requirements for office equipment. In addition to materials provided in the proposals, the office equipment commodity team may utilize site visits, oral presentations, product testing, additional material/ information, or references from the supplier and others.

All products, pricing and services offered in the RFP and by the Contractor shall be made available to the following: (aka "piggybacking" (**Educ. Code § 17595; Pub. Cont. Code §§ 20118, 20652, 20653; Gov't Code § 14931.**) all public educational organizations to include all Colleges, Community Colleges (CCC) and Universities, TK-12 Schools Districts, all local government entities at the city and county levels, non-profit groups, religious organizations, and government funded medical providers. These organizations have the right to purchase off the winning contract if they wish, but are not obligated to purchase any items in the RFP if they choose not to.

Shasta Union High School District reserves the right to withdraw or modify this RFP before the closing date without cause. All participating responders will be notified in the instance of withdrawal or modification.

All proposals will be reviewed and evaluated on the following:

Phase One Evaluation:

Compliance with submittal requirements including, but not limited to:

0 Points

- Response proposal submittal date/time
- Minimum content and format

If a proposal fails to meet the above criteria, it may be eliminated from further consideration.

Phase Two Evaluation:

Proposals will be evaluated for overall quality, clarity, and concise presentation. It will be presumed that the quality assurance standards employed in the preparation and delivery of the proposal is reflective of the vendor's overall quality assurance standards to be used in support of the contract.

Proposals will be reviewed, evaluated, and points assigned based on the following criteria:

A. Vendor Qualifications, Experience, Resources & References

25 Points

Evaluation considerations will include, but not be limited to:

- How experienced and qualified the vendor is in providing **office equipment and related technology and services**
- Local resources available to implement and support our District's current and future technology needs
- Stability of company
- Customer references

Initials

B. Proposed Multi-Functional Devices, Printers and Optional Accounting/Tracking Systems **25 Points**

Evaluation considerations will include, but not be limited to:

- How well the proposed devices meet the required and desired specifications
- How well the accounting/tracking system meets the required and desired specifications
- Whether District preferred features and functionality or add-ons are available
- How well the proposed systems integrate with District technology

C. Implementation, Conversion, Transition, Training & Marketing Plans **10 Points**

Evaluation considerations will include, but not be limited to:

- How well the proposed implementation, training and marketing plans meet District needs (Initial and on-going)
- How experienced the vendor is in performing like installations, training and marketing
- How well the plans meet the District's timelines

D. On-Going Maintenance and Support for Copiers, Printers & Account/Tracking System, Including Relocation, Placement and Removal of Devices **15 Points**

Evaluation considerations will include, but not be limited to:

- How well the proposed maintenance/support meets the needs of the District
- How extensive maintenance and support is
- Response time commitments of vendor
- Resource commitment to Shasta Union High School District (including personnel)

E. Accessibility Compliance **5 Points**

Evaluation considerations will include, but not be limited to:

- How compliant vendor's proposed equipment is to Section 508 of the Rehabilitation Act of 1973 requirements
- Commitment of vendor and equipment manufacture in efforts to develop equipment accessible to persons with disabilities

F. Sustainability Compliance **10 Points**

Evaluation considerations will include, but not be limited to:

- Use of recycled goods in equipment components
- Capability of equipment to utilize environmentally friendly supplies (e.g. recycled paper, toner packaging made of recycled content, toner that is non-hazardous/non-toxic to environment, etc.)
- Energy Star rated equipment

G. Costs **25 Points**

H. Related Technologies **25 Points**

Shasta Union High School District is interested in partnering with a vendor that can supply some or all of the following related technologies. For evaluation purposes the ability to provide these technologies combined with scoring criteria of **A-G** described above for these technologies, will determine point totals for this section

Shasta Union High School District is looking for vendors to demonstrate their ability to offer other technology solutions that complement the above described core solutions and can benefit Shasta Union High School District such as:

- Visual Communications
- Managed IT Solutions
- ECM (Electronic Content Management)
- Other Technology Solutions that may benefit Shasta Union High School District

Initials

Phase Three Evaluation:

1. Presentation/Demonstration

10 Points

After initial scoring, Shasta Union High School District may, but is not required to, invite the companies receiving the highest points to provide a demonstration of their proposed solutions and answer questions regarding their submittal. The number of companies invited to make a presentation will be at the discretion of the District. The District may also invite district users to provide input on the functionality, ease-of-use of the proposed equipment, etc.

Further reference checks may be made, and additional financial documentation may be requested and evaluated to determine financial responsibility of responders.

TOTAL AVAILABLE POINTS (for all three phases)

155 Points

D. Rejection of Proposals

Shasta Union High School District reserves the right to reject all proposals. (53 Cal. Jur. 3d, Public Works and Contracts, 26; 64 Am. Jur. 2d Public Works Contracts, § 75.)

Shasta Union High School District reserves the right to reject proposals, which are non-responsive, including, without limitation, proposals, which contain the following defects:

1. Late or incomplete proposals;
2. Failure to conform to the rules or requirements contained in the Request for Proposal;
3. Failure to sign the proposal;
4. Proof of collusion among responders, in which case all proposals involved in the collusive action will be rejected;
5. Noncompliance with applicable law, unauthorized additions or deletions, conditional responses, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning;
6. Provisions reserving the right to accept or reject an award, or to enter into a contract containing terms and conditions that are contrary to those in the RFP solicitation.

E. Proposal Preparation Costs

All costs incurred in the preparation and submission of proposals and related documentation, including responder presentation to Shasta Union High School District, will be borne by the responder.

F. Proposal Acceptance Period

"Acceptance Period" as used in this provision, means the number of calendar days available to the Shasta Union High School District for awarding a contract. All responses shall remain available for the district's acceptance for a minimum of 120 days following the RFP closing date.

G. Initial Contract Term

It is anticipated that the initial term of any agreement resulting from this RFP will be for a period of five (5) years.

Initials 

H. Optional Renewal Term(s)

Shasta Union High School District may, at its option, extend or renew the agreement for an additional five (5) one-year periods.

All responses, supporting materials, and related documentation will become the property of the district.

This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by Shasta Union High School District for any purpose other than evaluation of responder's approach, the top of each sheet of such information must be marked with the following legend: "CONFIDENTIAL INFORMATION"

All information submitted as part of the response must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made.

Should a request be made of the school district for information that has been designated as confidential by the responder and on the basis of that designation, the district denies the request for information, the responder shall be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

I. Errors and Omissions

If the responder discovers any discrepancy, error, or omission in this RFP or any Exhibits attached, Shasta Union High School District should be notified immediately and a written clarification/notification will be issued to all responders who have been furnished a copy of this RFP for bidding purposes. No responder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the district was not notified and a response provided.

All legal matters pertaining to this contract will be handled in the county where the purchasing organization resides. This includes all copier contracts and/or leases on equipment.

Initials



J. Protests by Bidders

A bidder may protest a bid award if he/she believes that the award was inconsistent with Board policy or the bid's specifications or was not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five business days after opening of bids. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract. Any bidder submitting a Bid Proposal may file a protest of the District's intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the District (e-mail is not acceptable), before 4 p.m. of the fifth business day following bid award.
2. A \$10,000 check (made payable to SUHSD) to be deposited with the Shasta Union High School District. Upon resolution of the dispute legal or otherwise the deposit will be returned.
3. The initial protest document must contain a complete statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Deputy Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Deputy Superintendent, Business Services or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Governing Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid award as reflected in the written statement of the Deputy Superintendent, Business Services or his/her designee. Action by the District's Governing Board relative to a bid award shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Governing Board. The rendition of a written statement by the Deputy Superintendent, Business Services (or his/her designee) and action by the District's Governing Board to adopt, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals.
6. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

Initials

SECTION II: OFFICE EQUIPMENT PROGRAM REQUIREMENTS

This section sets forth specific product and service requirements for Shasta Union High School District program for office equipment and related technology. Responder proposals must address all of the listed requirements in the order presented with a response acknowledging an understanding of the requirements and the responders approach to fulfilling the requirements.

A. Pricing Options

As previously stated, the District wishes to consider alternative methods of acquisition of Office Equipment and Related Technology. The District reserves the right to select for award the Option(s), which is in the sole opinion of Shasta Union School District, in its best interest.

Option 1: Purchase

Shasta Union High School District may buy Multi-Functional Devices, Laser Printers and Accounting/Tracking System (and Related Technologies) from the successful responder. The successful responder will provide its products and services in accordance with the requirements of this RFP. The title for the purchased products will be transferred to the district.

Option 2: Fair Market Value Lease

Shasta Union High School District may lease Multi-Functional Devices, Laser Printers and Accounting/Tracking System (and Related Technologies) from the successful responder based on the following lease terms:

- 3-year
- 4-year
- 5-year

The successful responder will provide its products and services in accordance with the requirements of this RFP. Your proposal must include in detail your company's terms and conditions for lease renewal/extensions. **Shasta Union High School District will not accept third party financing (this includes copiers).**

Initials 

B. Required Products

1. Multi-Functional & Print Devices required within this RFP are categorized based on speed as follows:

- Categories 1-6 must be A3 (11x17 Capabilities)
- Category 1 1 -11-20 ppm (N/A)
- Category 2 -21-30 cpm (copies/pages per minute)
- Category 3 -31-40 cpm
- Category 4 -41-70 cpm
- Category 5 -71-90 cpm
- Category 6 -91-150

Production Solutions Should be articulated in detail in Category 6
Laser & A4 MFPs (11x17 not required) —Various Speeds, with and without network Interface

- Wide Format Printers & MFPs Accounting/Tracking System

2. Responders may submit more than one model for each segment in their response. Provide brochures on all products and list any features you believe are unique to your offering.

C. Technical Support

Responders must specify their capability to provide technical support to Shasta Union High School District as follows:

- Assist the district's sites with installation and configuration of hardware/software for networked Multi-Functional Devices and Printers in a timely manner
- Provide description of help desk on-going hardware, software and network support for all products sold
- Specify if this support is in house or outsourced.
- Specify amount of personnel residing within 20 miles of Redding.
- Specify amount of personnel residing within 100 miles of Redding

D. Technology Requirements

Responders must demonstrate capability to interface with Shasta Union High School District's departmental IT and Network Administrator on an ongoing basis to effectively install and set-up copiers, printers and multi-functional systems on its network and install and set-up appropriate software, drivers and etc. to operate and manage said equipment within individual departmental network environments. Responders must specify the capability to provide the following requirements to Shasta Union High School District:

- Supports TCP/IP V4 and V6
- Print Drivers for the following operating systems:
 - Windows 7, 10, Server 2016, 2019
 - Mac OS 10.15.x and below
- PCL and PostScript Universal Print Drivers
- Scan to SMB 2 and 3
- Ability to Disable SMB v1
- Scan to e-mail
- Scan file formats PDF, TIFF, JPG
- File compression
- Blank page removal for double sided scanning
- Concurrent scanning of copy job while print job is being processed
- Single Pass double sided scanning
- Hard Drive encryption for data at rest and Hard Drive Erase with overwrite for deleted data
- Documented network security hardening process provided by manufacture
- HTTPS enabled web RUI
- Desktop tool allowing Internal IT to see and click on the screen for end user technical support

Initials

Print Management Solution

- Provide statistical data on all print, copy and scan activity for MFP's
- Monthly Reports emailed to departments
- Budgets by department or users
- Integration into Active Directory for user management
- Log into MFD via PIN or Card Access
- Guest Printing
- Google Cloud Printing
- Scan to Google Drive
- Follow Me Print
 - o Ability to change finishing options at device
- Limit Color access

Optional Technologies

- Print Driver Deployment
- Cloud Hosted Print Management Solution
- Zone OCR and database validation for scanning workflows

E. Program Management and Administration

1. Supplier shall provide the following program administration functions:
 - Project manager to coordinate program implementation
 - Account management for on-going contract monitoring and maintenance
 - On-site sales representation on a regular basis to assist in resolving problems, provide unlimited training and other customer services as required for the efficient operation of the program
 - Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns
 - Quarterly review meetings between supplier's account manager and Shasta Union High School District to review the previous quarter performance.

F. Delivery and Installation

1. Supplier will provide a written acknowledgment of equipment delivery and installation.
2. Please describe in detail your company's delivery and installation capabilities.

G. Equipment Maintenance

District may require supplier to coordinate all service calls through a centralized suppliers' dispatch desk as follows:

- Machine is experiencing a malfunction
- Customer or remote diagnostics system contact central dispatch
- Dispatch logs call noting make, model, serial # and problem
- A unique ticket number is assigned to the call
- The customer is given the ticket number for reference
- Dispatch places call with appropriate service technician
- Service technician responds back to dispatch upon completion
- Repair and total down time are then calculated
- Problem ticket is then closed
- Credit for service copies
- Monthly reports will be compiled for compliance of standards and exception for credit
- Similar equipment will be furnished to the District on a no charge loan basis within one business days, if equipment covered by the maintenance will be out of service for more than two business days

H. Training

Successful vendor will include the following customer training requirements:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

Initials

I. Service Guarantee Commitments

1. List what your company's service guarantee and customer satisfaction commitments for all products proposed are.

J. Reporting

1. At minimum, the following report will be required (hard copy/on-line) on a quarterly basis:
 - Population of digital copiers and Laser printers sorted by:
 - Model
 - Serial Number
 - Location
 - Install date
 - Average Monthly Volume
 - Response time
 - Repair time
 - Uptime
 - Total service calls
 - Operational costs sorted by Department
2. Responders agree to provide other reports as reasonably requested by Shasta Union High School District at no additional cost.

K. Product Certification

The responder certifies and warrants that all products sold to Shasta Union High School District under any agreement resulting from this RFP shall be NEW, recently manufactured from new design and components and never used.

L. Minimum Multi-Functional Device, Laser Printer and Accounting/Tracking System Specifications

NOTE: When responding, make sure to clearly designate if MFP/Printer is an A3 (up to 11x17 capability) or A4 (Letter capability) system.

CATEGORY 1:

- Volume 2,500-6,500 copies/month
- **21-30 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet Bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

CATEGORY 2:

- Volume 6,500-15,000 copies/month
- **31-40 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

Initials 

CATEGORY 3:

- Volume 15,000-50,000 copies/month
- **41-70 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

CATEGORY 4:

- Volume 50,00-100,000 copies/month
- **71 - 90 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

CATEGORY 5:

- Volume 50,00-100,000 copies/month
- **91 - 135 B&W Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

Initials



COLOR CATEGORY 1:

- Volume 2,500-6,500 copies/month
- **21-30 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet Bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 2:

- Volume 6,500-15,000 copies/month
- **31-40 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder-50 sheets minimum
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 30 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 3:

- Volume 15,000-50,000 copies/month
- **41-70 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 Image
- Continuous copy meter
- Automatic document feeder-50 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum of 2 paper trays that hold 500 sheets each.
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

COLOR CATEGORY 4:

- Volume 50,00-100,000 copies/month
- **71-90 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 image
- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

Initials



COLOR CATEGORY 5:

- Volume 50,00-100,000 copies/month
- **91 - 135 Color Copies/Prints/Scans per minute** for 8 1/2 x 11 Image
- Continuous copy meter
- Automatic document feeder 100 sheet minimum with job building
- Minimum 50 sheet bypass tray
- Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
- Reduction and enlargement, minimum 25-400%
- Automatic duplexing
- Minimum 50 page staple/finisher with electronic sorting
- Multiple copies: 1-999

LASER PRINTER CATEGORY 1:

- Low B&W Laser printer with network interface
- Medium B&W Laser printer with network interface
- High B&W Laser printer with network interface
- Low Color Laser printer with network interface
- Medium Color Laser printer with network interface
- High Color Laser printer with network interface
- All Laser printers must be Non Host based printers
- Wireless Laser printers Various speeds

ACCOUNTING/TRACKING SYSTEM

- Track Print, Scan, Copy and Fax usage by User, Device and Department
- Users need to be identified based upon login
- Users able to select Cost Centers for bill back
- Follow me printing
- Please outline any additional features

RELATED TECHNOLOGIES

Shasta Union School District welcomes an offering of any technology that is felt will benefit our School District. Please provide very specific detail on specifications and capabilities and provide in the same pricing schedule as above.

- Visual Communications
- Managed IT Solutions
- ECM (Electronic Content Management)
- Other Technology Solutions that may benefit Shasta Union High School District

SECTION III: INVOICING:

- Describe the various billing options available.

Initials



SECTION IV: PRICING

A. Price Quotation

1. Please complete the attached Pricing Schedules Attachments 1(A —D) based on specified Shasta Union High School District requirements as defined in this RFP. Please provide your pricing proposal in hard copy and on USB Drive in Excel.

Responders must provide the following pricing data for Multi-Functional Devices, Printers and Related Technology.

- **Purchase Option** - RFP purchase prices listed as provided on the attached Attachments 1(A).
 - **Lease Option** - Net RFP lease prices as provided on the attached Attachments 1(B). :
Buyout based on the fair market value (end of lease term)
(36), (48) & (60) months
There will not be any ship-back or return costs charged
***CPI** —A Cost Per Image rate must be supplied with all submissions of Multifunctional Devices and Laser Printers.
CPI rate should include all parts, labor & supplies (less paper & staples).
2. Responders must provide a price quotation for all the options included in the Pricing Schedule and detailed in Section III of this RFP.
 3. The prices quoted in response to this section shall be the Shasta Union School District net price including the various services to be provided. There shall be no separate charges, fees, handling or other incidental costs. Applicable taxes will be charged in addition to these net prices.
Multi-Page Hardcopy Invoice Billing
 4. Ray Morgan Company will distribute to Shasta Union High School District a patronage amount equal to 1.5% of the revenue of all MFPs and Printers acquired by other California School Districts with the utilization of this contract.
 5. Please specify how your company will handle pricing for mid-year introductions of new/replacement models.

B. Price Protection

1. Prices quoted cannot increase during the first 12 months period of the agreement. Price changes after the first 12 months period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require a 30-day written notification and apply only for new lease agreements entered after the time increase is effective. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. In the event that a certain product line has a significant price increase in excess of five (5) percent, those particular products shall be negotiated individually.
2. Price increases for any renewal periods must be supported by documented evidence of manufacturers' or manufacturers' supplier price increases.

Initials



NAME OF Company: RAY MORGAN COMPANY

FULL NAME OF ALL PARTNERS OR LEGAL NAME OF CORPORATION:

RAY MORGAN COMPANY, LLC
(TYPE OR PRINT)

AUTHORIZED CONTACT / RESPONSE PREPARER / SALES REPRESENTATIVE: JOHN PROPERSI

Business Address: 3131 ESPERANADA CHICO, CA 95973
(TYPE OR PRINT)

Telephone: 925-400-4162 FAX: 530-781-1041

BY: [Signature] GREG MARTIN PRESIDENT
Signature in ink (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided and representations made in this response are true and current and that this declaration was executed on (date) at COUNTY, California."

Corporate Officer w/Authority to Bind: [Signature] GREG MARTIN
Signature in ink (TYPE OR PRINT NAME OF TITLE AND SIGNATURE) PRESIDENT
6/9/20

DATED: CORPORATE SEAL: N/A
(IF APPLICABLE)

Initials Jm



Request for Proposal (RFP) For Office Equipment and Related Technology and Services RFP SUHSD R6-2019

Response From

Ray Morgan Company

3131 Esplanade
Chico, Ca 95973



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Mr. Mike Vincelli
IT Director
Shasta Union High School District
2200 Eureka Way
Redding, CA 96001

February, 26th 2020

Re: Request for Proposal RFP For Office Equipment and Related Technology and Services

Dear Mr Vincelli:

The Ray Morgan Company (RMC) appreciates the opportunity to participate in the bid to upgrade your imaging technology. It is our intention in this response to share with your district the extensive experience that RMC has providing imaging technology and services to school districts throughout California. In fact, we currently manage over 400 educational facilities where RMC supports both copier and desktop printer fleets. Our success is based on a very specific goal: customer loyalty. We have developed a very solid infrastructure over the past 60 years based on this belief:

“Our mission is to ensure the ongoing trust and loyalty of our clients by providing them with uncommonly great customer service and value in the sales and support of document technology products and services.”

In this response, we will share technology that have helped educational organizations become mor efficient managing documents. Empowering faculty and staff through automation that ultimately gives more time to focus on teaching and the students.

If you have any questions, please feel free to give me a call at 925-997-0490.

Sincerely,

John Propersi
Vice President – General Manager
Ray Morgan Co.
A UBEO Company

1. STATEMENT OF COMPANY BACKGROUND:

Ray Morgan runs the Western United States for the UBEO Company and is the preferred provider for clients that want local decision making, national presence and global scope. For over 60 years, Ray Morgan has been a trusted advisor, consultant and integrator helping clients realize efficiencies managing documents and data in secured networks. Our continued success stems from our mission to focus first on our clients' needs. From our comprehensive Business Technology Assessment to Customized Service Level Agreements, developing a unique experience for each customer is paramount. Being one of the country's largest providers of document management technologies and services affords us the ability to scale solutions from small business to global enterprises. Ray Morgan leverages best in class technology and 6 decades of experience to help clients develop strategies that alleviate the burden of managing current workflow needs with legacy processes.



The UBEO Company is a national organization dedicated to empowering clients to reach their business goals through automation of workflow processes. UBEO has invested in the industries best and most experienced talent in print optimization, document management integration and management services. The national scope of the UBEO organization can bring together resources to support the unique requirements of the most selective companies. Clients appreciate access to top management and the agility of the overall organization.

Ray Morgan Company is responsible for carrying the UBEO mission in the Western United States. The staff 450 employees throughout their 18 offices throughout the Region. RMC has grown to be Canon's largest independent dealer in the western United States, and the second largest in the nation. Last year we were #1 in growth among all Canon independent dealers nationwide. The continued growth combined with annual revenues exceeding \$125 million dollars gives our organization stability, extensive experience and the financial resources to meet the needs of SUHSD. However, bigger is not always better as some large "national" organizations tend to lose customer focus. On the contrary, we remain a highly responsive, customer centric organization with dealer principles very actively involved in day-to-day operations and always "one phone call away" from any customer issue.

Besides offering exceptional services, our company is also much more than a traditional "copier" company. In 1998 we established RMC ProIT—our professional IT services division. RMC ProIT specializes in providing solutions and support for small to mid-size organizations. These organizations recognize the cost benefit of having the broad based IT support available through outsourcing with a trusted and stable business partner, without the associated labor burden and ongoing training costs for a full time IT staff

The fact that Ray Morgan Company is **not just a copier company** provides us with a unique perspective and makes us better at analyzing needs. Having the IT infrastructure to support the data

that flows between the copier, printer, PC, server and business applications is critical. This understanding gives RMC the ability to touch more of the organization with our solution. Please understand that we just don't say we have the ability to integrate. We have the in-house staff and the customer testimonials as well.

School District clients have been a major focus of RMC since Ray Morgan starting the company 60+ years. Below, is a short list some of the school district's current supported by RMC.

Current Client List (Partial)

- | | |
|--|--|
| 1. Pleasanton Unified SD | 16. Contra Costa County OE |
| 2. Alameda County OE | 17. Brentwood Union School District |
| 3. San Leandro Unified: | 18. Campbell Union High School District |
| 4. Castro Valley Unified School District | 19. East Side Union High School District |
| 5. Ravenswood City Unified: | 20. Burlingame School District |
| 6. Liberty Union High School District: | 21. Vacaville Unified School District |
| 7. Martinez Unified School District: | 22. Byron Unified School District: |
| 8. Chico Unified School District: | 23. Alum Rock Union School District: |
| 9. Stockton Unified School District | 24. Millbrae Unified School District: |
| 10. Fresno Unified School District | 25. El Dorado High School District |
| 11. Fairfield Suisun Unified School District | 26. Rocklin Unified School District |
| 12. Clark County School District | 27. Feather Falls Union ESD |
| 13. Hollister School District | 28. Kern High School District |
| 14. Knightsen Unified SD | 29. Carson City School District |
| 15. St Helena Unified School District | |

RMC has developed a complete suite of offerings that blend perfectly together. We provide best-in-class solutions in the following areas:

- Multi-Function Devices
- Printers
- Wide Format & Specialty Printing Solutions
- Production Print Solutions
- Enterprise Document Management Solutions
- Paperless Fax Server Solutions
- Accounting/Usage Tracking Solutions (advanced scanning)
- Monitors
- Tablets (Smart School)
- Digital Displays
- Tailored IT Services and Solutions (Wireless)

In addition to the hardware required in this response, RMC provide other solutions that support schools as they work to manage print and date. Below, is a short overview of some of the most popular solutions.

Scanning Customization: There are a variety of scanning solutions available on the market, but we have found that customers value ease of use and personal customization. RMC's solution is to provide either card or PIN code access. When end users identify themselves, using their card or PIN code, the machine

is dynamically configured for that specific individual. A user will be able to scan to their email by simply pressing “Scan to Myself”. The user will receive their email in their Outlook via an email that was sent from their personal email address. In addition, we can allow scanning to home folders. Without interaction from IT, users can select “Home Folder” and the document will be sent to their “User Drive” or “My Documents”.

Fax Server Integration with MFD’s: We strongly recommend using a fax server to handle faxing as this will allow all of the districts MFDs to have fax functionality, if needed. Thanks to our experience and expertise in implementing a wide range of document technology solutions, we have been able to solve the common obstacles preventing entities from implementing fax servers. The challenge has been that users commonly have to go through tedious additional steps to send a fax. Ray Morgan Company has overcome these hurdles. Should you choose our company to be your provider, the end user will now only need to identify themselves, enter a fax #, and press send (exactly as if the system had a fax board installed). The user experience is also enhanced by receiving transmission confirmation via email, along with incoming fax receptions.

Secure Printing: Flexibility in printing has become extremely important in today’s environment. In our solution you will find that users can print to a single print driver and have the ability to claim their print job from any MFD device. RMC focuses on IT standards and engineers all of our solutions to be able to remove traditional IT overhead (like dealing with a multiple printer drivers and printer configurations).

Mobile Device Printing: Mobile printing has quickly become a requirement in the world we live in today. RMC understands the balance between user feature requests and the internal IT feasibility of such requests. As such, you will find in our solution that users will be able to print securely from any mobile device, without the requirement of a native app needing to be installed, or requiring the user to be on the internal wireless network. Even though there are native apps available, we find that user adoption is closely tied to simplicity and a universal approach.

Accounting: RMC has extensive experience with Educational accounting solutions and we understand the goals of SUHSD in this area. Through the years of working with School Districts and Universities, we have found that at the end of the day, clients are looking for accounting software that is simple, yet effective, in managing and reporting costs. We expand on our accounting capabilities and how we have helped educational institutions control and reduce costs.

Experience: We have touched on some of the key technical solutions that our clients have benefited from. We are proud to state that we have over 400 school sites under contract.

Community: As we continue into new markets we continue with our past proven road map of success. We open local offices, we hire local employees, engrain ourselves and give back to the communities we do business in.

In closing I would like to summarize that we are a large, financially stable independent dealership that has a tremendous amount of experience implementing and supporting the solutions that are being requested.

Piggyback Agreement: Our commitment to educational and local government clients has provided RMC with a lot of knowledge related to supporting document workflow requirements. We welcome creating a piggyback program that will be inclusive to government, educational and non-profit organizations.

2. MANAGEMENT OVERVIEW

The main objective of RFP is to prepare and submit a proposal to furnish office equipment and related technology and services. RMC's goal is to provide SUHSD with an all-encompassing, simple, informative, master agreement tool in which to source said equipment and related technology and services.

The management structure at Ray Morgan Company is designed to respond to clients need efficiently by keeping the decision making local in each region.

3. VENDOR QUALIFICATION AND EXPERIENCE

Over the last 64 years, the Ray Morgan Company has built hundreds of business relationships with customers that span decades. We have been able to do this by adhering to the principles listed in our Mission, Values and Vision statements. Currently, we have over 34,000 document production devices under service contracts –a number that continues to grow monthly due to our excellent customer retention and our expanding customer base. After every service call a survey is sent to the customer asking them if they would refer RMC to a friend. Ninety percent (90%) of our customers give us an overwhelming 10 out 10 score.

We believe that a key to our success is the fact that our leadership continually makes our Mission, Values and Vision statements part of our management culture and every interaction with our clients:

MISSION

- To ensure the ongoing trust and loyalty of our clients by providing them with uncommonly great customer service and value in the sales and support of document technology products and services.

VALUES

- We keep all of our promises. We do what we say we are going do – always
- We realize that our products and services affect the productivity of our clients and as such we are COMMITTED to respond to their needs in a prompt manner and to operate without inefficient hierarchy and bureaucracy
- We promise our clients to continually look for ways to reduce their costs and improve the productivity of their operations
- We are committed to operational excellence, being known as a great company and a great place to work

VISION

- To be the top document technology provider in each of the markets we serve.

Our Environment

Ray Morgan Company shares Canon's and Samsung's vision for preserving our environment. Canon and Samsung both have taken the lead in tackling environmental problems by establishing a global recycling program for toner cartridges and developing products that are increasingly environmentally friendly.

At Ray Morgan Company, we believe that we are responsible to the communities and the environment in which we live and work. We partner with companies that share a Green Earth Vision, such as our primary partner Canon's philosophy of kyosei—living and working together for the common good.

As part of our philosophy, we have implemented long-term and eco-friendly initiatives and practices throughout the company and in our daily operations. Environmentally friendly actions don't have to be large to have an impact. Consistently reducing the amount of energy, water, and paper our businesses use in their daily operation can make a huge difference, both to the environment and to our pocketbooks. How much paper would you save over the course of a year, for instance, if you always ran double-sided copies? A small thing - but a big result!



As of February 1, 2012, RMC Headquarters in Chico, California has been powered exclusively by solar panels. There are many advantages to going solar, a few of these benefits are: far less burning of fossil fuels, produces clean energy resulting in drastic reductions in air pollution, tons of carbon dioxide emissions reduced, promotes energy independence and reduces the need for more power plants for residential applications. Follow this link to monitor Ray Morgan Company Solar usage: http://live.deckmonitoring.com/?id=ray_morgan). Our future plans include expanding the solar campaign and acquiring a fleet of eco-friendly, fuel-efficient hybrid vehicles for our service team.

Sustainability Compliance

EPEAT stands for Electronic Product Environmental Assessment Tool. EPEAT is the definitive global registry for greener products. EPEAT is more broad based assessment of the product's impact on the environment, it encompasses 10 areas of environmental concern. These include, elimination of environmentally sensitive materials in products, corporate performance, materials selections, design for end of life, product longevity/life cycle extension, end of life management of products, management of packaging, consumable management, and product related indoor air emission. We are pleased that both Canon and Samsung are both EPEAT industry leaders.

Ray Morgan Company shares Canon's and Samsung's vision for preserving our environment. Canon and Samsung both have taken the lead in tackling environmental problems by establishing a global recycling program for toner cartridges and developing products that are increasingly environmentally friendly.

We want to help SUHSD make an impact on the environment.

Experience

RMC has successfully completed many projects with similar levels of technical and logistical complexity as the one required by SUHSD. These include Mercy Medical Center Redding (A dignity Health Member), Simpson University, and Enterprise School District. Each of these projects required coordinating with multiple departments (ex: Finance and IT), needing different varying levels of communication and areas of emphasis. We pride ourselves in having a staff capable of communicating across business units.

Training is a key element to every successful implementation. During each MFD install, we train the department. The training class helps encourage adaptation through simplicity of visualizing and provide hands on instruction. We find that a large majority of support issues can be resolved with proper training. Our goals mirror those of our clients, we realize that these solutions require a large financial investment and if users do not know how to use it, then we have failed. To insure we meet expectations, RMC focuses a lot of energy on training.

RMC has a set of tested standards to prevent potential service and billing issues. These standards are in place so that implementations can grow from 10+ MFD's to over 800+ device and still perform as expected. We also have expertise in areas of customization and are confident that we can provide any client with the information they require, while keeping required billing accuracy.

We welcome SUHSD personnel to contact our references. If you do, we are confident that you will find 100% evidence of the outstanding support our firm consistently delivers.

QUALIFICATION OF RESPONDERS

1. RMC has included verifiable successful experience in the last three (3) years in providing the range of products and services specified in this RFP as a primary vendor for at least three (3) accounts of similar size, complexity, and business volume. Our references are located within the geographical region (within 100 miles) of Shasta Union High School District. We have included the company name, address, contact name and phone number, and brief description of reference accounts meeting this criteria as specified in Section III, Paragraph F of the RFP.

Reference 1

Name: Shasta County Office of Education
 Address: 1644 Magnolia Ave, Redding, CA 96001
 Contact Name: James Alspach, IT Manager
 Phone Number: 530-225-0154

Brief Description: SCOE has been a business partner of ours for 20+ years. We currently support a fleet of 30+ Canon multi-functional devices, uniFLOW Output Manager, and XMedius Fax Server for all sites within the Office of Ed.

SCOE has worked with RMC to have heightened visibility into device usage in an effort to better manage and reduce the costs associated with their print environment. The uniFLOW and XMedius network tools have enabled SCOE to increase fiscal responsibilities in an ever changing budgeting scenario.

Reference 2

Name: Gateway Unified School District
 Address: 4411 Mountain Lakes Blvd, Redding, CA. 96003
 Contact Name: Scott Sorrells, Director of Technology Services
 Phone Number: 530-245-7900

Brief Description: Gateway USD and RMC have been technology partners for 20+ years. Gateway currently has a fleet of 30+ Canon multi-functional devices with uniFLOW Output Manager and XMedius Fax Server. In addition to supporting these technologies for GUSD, we implemented and manage their LaserFiche document management system for scanning workflows and document storage and retrieval.

Since implementing our services Gateway USD has been able to increase the level of manageability of their network print devices, thus reducing overall print costs and while providing high functionality for staff.

Reference 3

Name: Enterprise School District
Address: 1155 Mistletoe Lane, Redding CA 96002
Contact Name: Brian Winstead, Director of Technology Services
Phone Number: 530-242-7689

Brief Description: Enterprise School District has been a valued business partner over the past 15 years. RMC provides multi-functional printers with uniFLOW Output Management System and XMedius Fax Server, along with a printer fleet management program that has helped to gain control of subsequently reduce print costs.

Enterprise School District has the strength in network printing devices to keep paper output at a minimum while leveraging enterprise network communications to increase efficiencies.

2. RMC has included in this proposal at least one model for each copier segment as specified in Section II, Paragraph B (Required Products), Paragraph L (Minimum Digital Copier Requirements) and attached Pricing Schedules that meets and/or exceeds minimum requirements for each segment.
3. RMC has submitted financial statements for the past two (2) years to establish our financial capability to provide the required products and services on a long-term contract basis. In addition, RMC has provided SUHSD information on internal financing option (this includes copiers).
 - a. Monthly billing; RMC can customize the billing and provide a consolidated invoice in an electronic format if desired. Below, is an example of the simplified bill.



RMC		ABC Company Printer Contract # 12345 Invoice CNIN579126 1/1/09 - 3/31/09 Quarterly Usage										Mail Remittance To 2421 Espinasse Chico, CA 95921	
Item	Location & Asset Number	Lot#	Machine Model	Serial #	Mesh ID	Metric Code	5/5/2008	3/31/2009	Total Prints	Subtotal	Tax	Total Due	
ABC Company - Branch 1	ISLAND 851	Asset tag # 10905	HP4020T	USCC227670	28541	09V	208,597	213,710	5,113	\$ 74.14	\$25.89	\$99.14	
ABC Company - Branch 1	TELLER LINE	Asset tag # 25096	HP4000	USQ0051488	88586	09V	30,776	48,798	11,016	\$ 159.73	\$53.86	\$213.59	
ABC Company - Branch 2	HARTMELL / 331	Asset tag # 40541	HP4000	USMCE37626	28272	09V	400,412	408,858	8,644	\$ 126.34	\$42.39	\$167.85	
ABC Company - Branch 2	HARTMELL / 331	Asset tag # 87012	HP4100HPF	USLGV48182	27544	09V	120,336	133,375	13,039	\$ 109.82	\$63.73	\$252.75	
ABC Company - Branch 3	BRANCH 351	Asset tag # 59216	HP 4850TM	USQ3070971	31874	09V	284,721	271,812	-8,291	\$ 91.32	\$31.78	\$121.98	
ABC Company - Branch 4	ELECTRONIC BANKING CENTER	Asset tag # 71500	HP4000	USQ607081	28851	09V	295,192	295,192	-	\$ -	\$8.00	\$9.80	
ABC Company - Branch 4	INFO SYSTEMS 962	Asset tag # 48946	HP4000V	USMCO16364	23757	09V	243,785	245,948	2,163	\$ 31.85	\$10.87	\$42.32	
ABC Company - Branch 4	NORA HILL	Asset tag # 30949	HP 1260E	DF0F092710	28184	09V	19,187	19,535	328	\$ 6.21	\$2.09	\$8.26	
ABC Company - Branch 5	MARKET PLACE (SB #47)	Asset tag # 60251	HP 4101MFP	USLGV48824	31286	09V	126,813	133,732	7,717	\$ 111.98	\$37.73	\$149.83	
ABC Company - Branch 6	BRANCH 191	Asset tag # 39442	HP 4850TM	USCF006447	28177	09V	109,776	136,510	8,749	\$ 97.86	\$33.88	\$130.96	
ABC Company - Branch 6	BRANCH 191	Asset tag # 20940	HP 4850TM	USQF984195	28176	09V	211,191	218,855	7,564	\$ 109.53	\$36.93	\$146.46	
ABC Company - Branch 7	HILLTOP / 831	Asset tag # 50811	HP 4850TM	USQ0045230	27688	09V	262,394	266,157	3,863	\$ 100.82	\$33.99	\$134.81	
ABC Company - Branch 7	HILLTOP / 831	Asset tag # 38248	HP 4850TM	USQF982886	25931	09V	484,141	480,714	-8,573	\$ 85.31	\$32.14	\$127.45	
ABC Company - Branch 7	HILLTOP / 831	Asset tag # 68021	HP 4850TM	USCC133486	27688	09V	109,587	111,371	1,884	\$ 24.42	\$8.23	\$32.89	
ABC Company - Branch 8	LDAN 200CS	Asset tag # 10205	HP 4850TM	USCC152385	43653	09V	99,611	100,132	1,201	\$ 19.15	\$6.46	\$25.81	
ABC Company - Branch 8	New Accounts	Asset tag # 60304	HP 4850TM	USCF022740	43696	09V	143,188	146,841	5,472	\$ 79.34	\$26.75	\$106.05	
ABC Company - Branch 8	UPSTAIRS	Asset tag # 30450	HP 4850TM	USCF000325	43654	09V	39,162	39,286	124	\$ 6.87	\$2.23	\$9.36	
ABC Company - Branch 8	YUBA CITY MAIN 101	Asset tag # 51162	HP4000	USCF019801	28942	09V	198,636	208,627	8,991	\$ 130.37	\$43.96	\$174.33	
ABC Company - Branch 9	BEHND TELLER	Asset tag # 32350	HP4045MFP	DFU1727404	43641	09V	143,627	158,254	15,227	\$ 220.79	\$74.45	\$295.24	
ABC Company - Branch 10	NEW ACCOUNTS	Asset tag # 71187	HP4000TM	DFB0228885	43386	09V	25,546	28,866	3,120	\$ 48.24	\$15.25	\$63.46	
ABC Company - Branch 11	BEHND TELLER LINE	Asset tag # 32783	HP4000	DFB0485877	43383	09V	85,888	75,852	-10,036	\$ 152.86	\$51.27	\$203.33	
ABC Company - Branch 11	BRANCH 171	Asset tag # 51404	HP 4850TM	USQV003310	28336	09V	115,864	121,493	5,629	\$ 81.82	\$27.52	\$109.14	
ABC Company - Branch 12	PATTERSON FRONT DESK	Asset tag # 10214	HP 4850TM	USQF983590	44816	09V	220,876	228,935	3,463	\$ 137.21	\$46.39	\$183.47	
ABC Company - Branch 12	PATTERSON TELLER	Asset tag # 21214	HP 4850TM	USCC187581	44814	09V	218,738	226,777	18,042	\$ 148.61	\$49.19	\$198.71	
ABC Company - Branch 13	ARBEN FAB	Asset tag # 30216	HP4100HPF	USLGV44489	31883	09V	87,138	94,594	7,459	\$ 100.16	\$36.47	\$144.83	
ABC Company - Branch 13	BRANCH 711	Asset tag # 51508	HP 4850TM	USCF000326	21488	09V	179,787	182,271	2,504	\$ 36.51	\$12.24	\$48.85	
ABC Company - Branch 13	CALL CTR	Asset tag # 20091	HP4000	USCC288898	45682	09V	416,876	422,348	8,270	\$ 90.92	\$30.88	\$121.58	
ABC Company - Branch 14	BRANCH 111	Asset tag # 64071	HP 4850TM	USQ0095470	29688	09V	386,847	397,377	10,730	\$ 155.55	\$52.46	\$208.25	
ABC Company - Branch 14	CALIFORNIA ST / 111	Asset tag # 22883	HP 4850TM	US7F028623	29688	09V	246,331	250,813	4,222	\$ 81.22	\$26.84	\$108.88	
ABC Company - Branch 15	LOCATED @ BELLAR	Asset tag # 65878	HP4045MFP	DFU1742844	33657	09V	59,835	70,883	11,028	\$ 171.51	\$57.83	\$229.34	
ABC Company - Branch 16	BRANCH 191	Asset tag # 41757	HP4100HPF	USQ2V19436	21497	09V	213,533	223,118	9,583	\$ 138.95	\$46.85	\$185.85	
ABC Company - Branch 17	ONEO MALL 101	Asset tag # 48012	HP 4850TM	USCF000329	28564	09V	83,396	86,442	3,142	\$ 48.58	\$15.38	\$63.92	
ABC Company - Branch 18	LAKE BLVD / 321	Asset tag # 31585	HP 4101MFP	USLGV38959	27971	09V	314,685	331,132	16,467	\$ 238.77	\$80.51	\$319.28	
ABC Company - Branch 19	FRONT DESK	Asset tag # 34322	HP4000T	USCC288826	28216	09V	226,191	237,787	11,626	\$ 169.58	\$56.64	\$226.42	
ABC Company - Branch 19	TELLER	Asset tag # 31670	HP4000T	DFB038356	28211	09V	178,882	186,726	7,818	\$ 114.81	\$38.71	\$153.52	
ABC Company - Branch 20	BEHND TELLER LINE	Asset tag # 57099	HP4000TM	DFB038356	43211	09V	51,596	57,885	8,047	\$ 87.88	\$28.58	\$116.24	
ABC Company - Branch 20	New Accounts	Asset tag # 62629	HP4000TM	DFB0485176	43381	09V	28,945	34,434	5,485	\$ 79.53	\$26.62	\$106.35	
									TOTALS	\$ 3,726.88	\$1,256.88	\$4,983.48	

- b. RMC can also provide SUHSD a single monthly billing statement per location that shall cover all product segments and shall consist of: (1) A summary of applicable monthly charges; (2) A detailed volume and resulting charge by departmental billing code and by device installed in each site or department (SHASTA UNION HIGH SCHOOL DISTRICT); and (3) An electronic comma delimited file (.csv) containing all of the key information.
4. In this proposal RMC will demonstrate and show evidence of having the capability to provide the required products and services by possessing adequate available resources, including personnel and warehouse/distribution facilities, product line, order processing and delivery capabilities, maintenance, support systems, organization structure, operation controls, quality control, and other related factors.
5. RMC has provided information from the original equipment manufacturers (OEM) or authorized by the original equipment manufacturer to sell and service the products proposed. Please find attached, Authorization letters from the key product manufacturers.
6. Responders must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP in the state of California. RMC has the required business licenses to support the SUHSD product and services fulfillment.
 1. Please find included in this response, RMC's business license.
7. RMC shall maintain Comprehensive General Liability insurance in the amount of not less than \$1,000,000 Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this

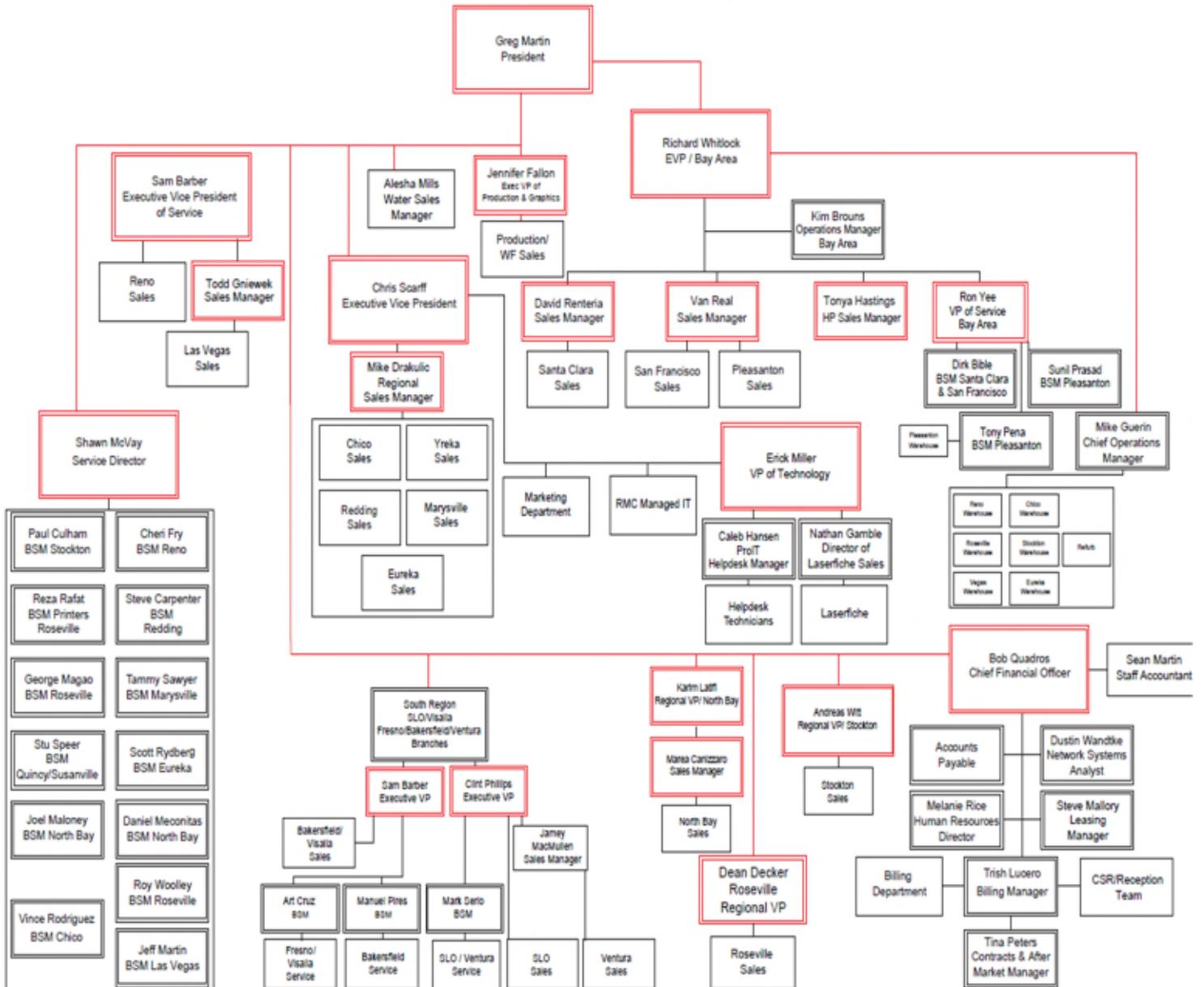
Contract, whether such operations be by himself or by any sub-Supplier or anyone directly or indirectly employed by either of them. A separate General Aggregate limit shall apply to this project. The Supplier shall maintain Business Automobile Liability Insurance in the amount of not less than \$1,000,000 for each occurrence for bodily injury and property damages. The coverage shall be for "any auto" (including owned, non-owned, and hired vehicles). The certificate of insurance coverage shall name the Shasta Union High School District as additional insured. An original Additional Insured Endorsement signed by an authorized insurance company representative and certificates of insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work. Certificates shall be kept current for the duration of any resultant Contract. Please find a certificate of insurance naming Shasta Union High School District as a covered entity.

- a. Please see the RMC COI with proper indorsement information for Shasta Union High School District

4. VENDOR ORGANIZATION AND STAFFING



ORGANIZATION OVERVIEW & STRUCTURE



To meet the challenge of completing a successful implementation Ray Morgan Company has assembled a team of seasoned management, operations, and technical specialists. This group will have worked together for some time, successfully implementing projects similar in scope and size. Senior team members and their roles are outlined below.

Key staff



Mike Drakulic
 North California – Sales Leadership
 Direct Phone 530-230-4826
 Fax Number 530-781-1013
 Mobile 530-228-0952
 Email Address mdrakulic@raymorgan.com
 Office Address Ray Morgan Company
 3131 Esplanade, Chico CA 95973
 Role Responsible for all project components and pricing Background/Qualifications 16+ years of industry experience (Sales & Operations) all with RMC



Erick Miller
 Vice President of Technology
 Direct Phone 530-230-4858
 Fax Number 530-749-6969
 Mobile 530-321-4165
 Email Address emiller@raymorgan.com
 Office Address Ray Morgan Company
 3131 Esplanade, Chico CA 95973
 Role Manages our Network /Helpdesk Support team. He is responsible for all 3rd party integrations and network support.
 Background/Qualifications 11+year of industry experience (Technology) with RMC



Paul Cavagnaro
 Account Manager
 Direct Phone 530-226-4422
 Fax Number 530-781-1047
 Mobile 530-515-7911
 Email Address pcavagnaro@raymorgan.com
 Office Address Ray Morgan Company
 20240 Sky Park Drive, Redding, CA 96002
 Role Sales and Account Management
 Background/Qualifications 26 Years working for the Ray Morgan Company



Steve Mallory

Direct Phone
 Fax Number
 Mobile
 Email Address
 Office Address

Leasing Manager
 925-400-4173
 530-781-1088
 925-323-2371
 smallory@raymorgan.com
 Ray Morgan Company
 7042 A Commerce Circle, Pleasanton, CA

94588
 Role

Responsible for “external” 3rd party finance relationships between RMC clients (Lessees) and the various 3rd party Lessors that RMC works with to facilitate our end-user financing. In addition, Steve also manages our “internal” finance operation to help meet the needs of our customers that require specialized lease / finance documentation, specific terms and conditions along with creative payment structures that are not met by the commercial finance community. 30 years in Commercial finance with 18 years focusing on office equipment finance with Bell Atlantic Tricon and Westinghouse Credit.

Background/Qualifications

Ray Morgan Company firmly believes in attracting, developing, and retaining the best people available; those who are reflective of our values, carry out the highest ethical standards, and share our passion to excel. These principles are exhibited in our daily work environment.



5. RESPONSES TO PROGRAM REQUIREMENTS

SECTION III: OFFICE EQUIPMENT PROGRAM REQUIREMENTS

A. Pricing Options

Option 1: Purchase

RMC is providing SUHSD purchase options for Multi-Functional Devices, Laser Printers and Accounting/Tracking System (and Related Technologies) in our attached documentation. RMC has provided its products and services in accordance with the requirements of this RFP.

Option 2: Fair Market Value Lease

RMC has provided SUHSD investments amount under the following lease terms:

- 3-year
- 4-year
- 5-year

RMC will provide its products and services in accordance with the requirements of this RFP. RMC has included in detail our company's terms and conditions for lease renewal/extensions.

Please find included, a copy of the RMC internal lease contract with terms and Conditions.

B. Required Products

1. RMC has provided in the pricing response our Multi-Functional Devices required within this RFP and categorized them based on speed as follows:

- Segment 1 - 21 -30 cpm (b/w copies per minute)
- Segment 2 - 31 - 40 cpm
- Segment 3 - 41 – 70 cpm
- Segment 4 - 71 - 90 cpm
- Segment 5 - 90 – 135 cpm
- Laser Printers – Various Speeds, with and without network interface
- Accounting/Tracking System
- Related Technologies

Additionally, RMC works with vendors that support Section 508 of the Rehabilitation Act of 1972 requirements and have made commits to manufacturer equipment in efforts to develop equipment accessible to persons with disabilities.

In our industry it is referred to as ensuring inherent usability. After obtaining a thorough understanding of the customer's usage circumstances, we give every consideration to the inherent usability of the design in keeping with the product's purpose and usage environment.

Regardless of how good a product performs, if its operation causes stress, it fails to fulfill its purpose.

Our vendors think of "universal design" as something that appears in the posture of the user when interacting with the product. Therefore, the slogan of our universal design initiatives is "designing user posture."

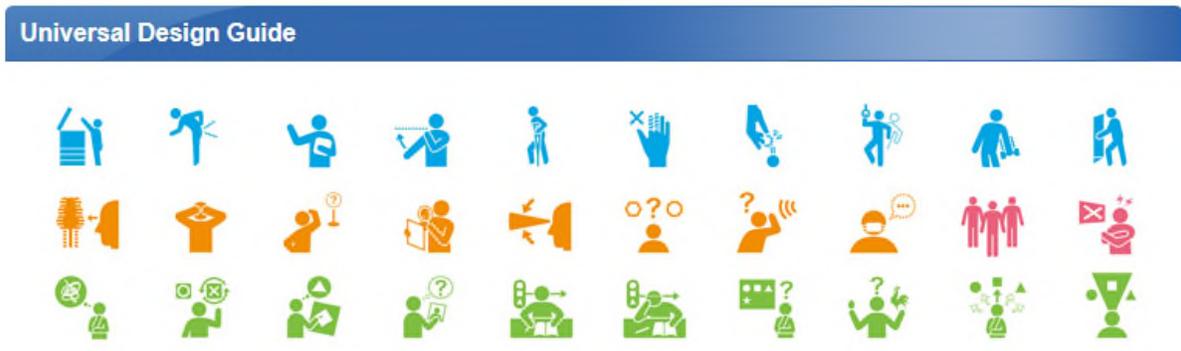
Not only do they analyze how and where customers interact with their product, they also watch customers' typical behavior before and after using their product. This leads to discoveries about various issues that we would not find just by looking at the product.

Our vendors continually pursue innovative idea creation that goes beyond simple problem solving in order to create products and services that customers really want to use.

The Universal Design Guide below illustrates issues by thinking from a customer's standpoint instead of following a set fixed development rules.

The color coded areas below address:

- Issues related to physical abilities and movements
- Issues related to vision and hearing
- Issues related to aware and thought
- Issues related to emotions



Solutions range from:

- Voice Guidance and Voice Operation
- Easy volume Adjustments
- Easy to hear notifications
- ADF Access Handles (for individuals wheelchair bound) The user can operate the device without contortions or losing their balance as they stretch out a hand.
- Dolly and Caster (easy mobility)



- Shapes and Colors of Levers
- Visual Directions
- Tilting operation panels
- Animated Explanations.

2. RMC is submitting more than one model for each segment in their response. RMC has provided digital brochures on all products for your review.

C. Technical Support

RMC will provide local technical support to SUHSD as follows:

- RMC will assist the district's sites with installation and configuration of hardware/software for networked printing in a timely manner.
- RMC calls are handled by LIVE operators during business hours. Placing a service/technical/network support/supply call is quick and easy since all phone operators are cross-trained, which eliminates the need for multiple transfers.
 - Once a service call has been entered by a live operator, the service call info is paged to the technician's cell phone.
 - The technician is required to contact the customer within one hour of receiving the page with an acknowledgement of the service call and ETA. In addition, all technicians carry laptops with Cellular Wireless communication devices. Technicians access a Service Website that they use to manage their service calls remotely. Error Codes and problem descriptions are transmitted to the technicians via text page and are displayed on the Service Website.
 - Should it be determined that the call is determined to be a software/network support call your call will be transferred to a ProIT Coordinator to schedule a time to handle your need promptly.
 - We provide both remote and onsite support for software and hardware based on the challenge and need of the client.
 - For our client's convenience we also offer the ability to place service by via:
 - By Phone: (Addressed above) Toll Free 866-754-7677
 - By Email: service@raymorgan.com or supplies@raymorgan.com
 - By Fax: 530-343-5021
 - By Internet: www.raymorgan.com
- RMC supports the products we sell in house; in addition, we have additional resources available from each of the vendors we partner with.
- There are 33 credentialed staff that support network related technologies.
- RMC has (7) Service personnel and (4) IT personnel within a 20 Miles Radius of Redding. The backup techs will come from another pool of 12 that work within a 100 mile radius of SUHSD.

D. Technology Requirements

RMC has the capability to interface with SUHSD's departmental IT and Network Administrator on an ongoing basis to effectively install and set-up copiers, printers and multi-functional systems on its network and install

and set-up appropriate software, drivers and etc. to operate and manage said equipment within individual departmental network environments.

RMC's solutions have the capability to satisfy the following requirements for Shasta Union High School District:

- Supports TCP/IP V4 and V6
- Print Drivers for the following operating systems:
 - Windows 7, 10, Server 2016, 2019
 - Mac OS 10.15.x and below
- PCL and PostScript Universal Print Drivers
- Scan to SMB 2 and 3
- Ability to Disable SMB v1
- Scan to e-mail
- Scan file formats PDF, TIFF, JPG
- File compression
- Blank page removal for double sided scanning
- Concurrent scanning of copy job while print job is being processed
- Single Pass double sided scanning
- Hard Drive encryption for data at rest and Hard Drive Erase with overwrite for deleted data
- Documented network security hardening process provided by manufacture
- HTTPS enabled web RUI
- Desktop tool allowing internal IT to see and click on the screen for end user technical support

The print management software has the ability to track all relevant statistical data on print, copy and scan activities. The reports can be set up to capture the important metrics tracked by the District and automatically sent to the required personnel. Budgets and usage limits can be set up for each user. The ability to integrate with Active Directory will be key to the centralized management of the entire District. Users will need to authenticate via HID card or PIN to use the systems. Guests will have a special log in with limited access as requested by the District. Access to Google Cloud and Google Drive can be initiated with single sign on using the Print management software. The staff and faculty can send prints that will be held until they authenticate at any device. They will have the ability to modify print setting prior to output. Scanning options can be added to provide zonal OCR and database validation for scanning workflows. The above solution can be either cloud hosted or an on-premise solution

There is optional technology to assist in the print driver deployment.

E. Program Management Solution

RMC will provide the following program administration functions:

- Project manager to coordinate program implementation
- Account management for on-going contract monitoring and maintenance
- On-site sales representation on a regular basis to assist in resolving problems, provide unlimited training and other customer services as required for the efficient operation of the program

- Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns
- Quarterly review meetings between supplier’s account manager and SHUSD to review the previous quarter performance.

F. Delivery and Installation

1. RMC will provide a written acknowledgement of equipment delivery and installation.
2. RMC’s delivery and installation capabilities:

Delivery

Ray Morgan Company will work with SUHSD to guarantee that the removal of existing equipment and the deployment of newly contracted units are performed in a timely and precision manner.

Installation

After finalization of the equipment mix and accessories, Ray Morgan Company will place the order with the manufacturer for the specified equipment. Products will begin to be delivered to Ray Morgan Company’s Redding location approximately 7 business days after receipt of this order. Ray Morgan Company will un-box, configure and test the equipment upon delivery to our Redding warehouse. Equipment will be staged to meet the RFP delivery schedules. Additionally, we will contact appropriate SUHSD IT support staff to investigate whether the equipment can have network information pre-configured and drivers available to IT staff to ensure, if necessary, a “hot-swap” or a “trial run” of networked equipment. Training schedules will be coordinated in advance. Physically, equipment will be installed “ready to copy”. Only minimal accessories (finishers, external paper-decks etc.) will need to be attached at the copier location.

Network Installation

Ray Morgan will provide certified network engineers at delivery time to facilitate the network deployment of the devices and configuration of printing, scanning, SUHSD network device utilization monitor and any other network-related functions that the SUHSD selects to implement. Ray Morgan Company I.T. staff will work under the guidance of SUHSD IT (understanding that Ray Morgan will be acting as a knowledge resource) and follow a pre-determined schedule agreed upon between RMC and the SUHSD.

Acceptance Test

Many of these diagnostic routines are part of the equipment set-up and configuration process. As such they will be done at our location prior to delivery. Once at the customer’s location, simple testing to assure operation after a physical move is performed as well as testing to ensure everything is working correctly.

Project Management

Ray Morgan Company (RMC) has prepared the following project outline for services to install a MFD fleet, Additional Software (Cost Accounting), etc. Included in this document are the services necessary to design and implement the full solution.

In this example, we have outlined the project scope, RMC responsibilities, SUHSD responsibilities, and assumptions the project. Any necessary or requested changes to the scope of this project will be handled through the change control procedures outlined in this document.

The information in this Project Outline supersedes all previous estimates or verbal discussions on the project.

Project Management Approach

The Project Outline is managed by RMC Project Manager (PM). RMC PM will work on the day-to-day aspects of the project, making sure communication is clear and the project is on track. The project joint team will consist of personnel from the Ray Morgan Company Sales, Equipment and IT support services and Key Stakeholders within the SUHSD IT team. The Project Outline Manager will work with all resources to perform project planning. All project plans will be reviewed and approved by the RMC Project Team and SUHSD Project Team.

The project team will be a matrix in that the team members from each organization continue to report to their organization management throughout the duration of the project. The project manager/s is responsible for communicating with organization managers on the progress and performance of each project resource.

PROJECT TEAM DIRECTORY FOR ALL COMMUNICATIONS: (Please fill in as appropriate)

Name	Title	E mail	Office Phone	Team

Project Scope

The scope of this project will focus on installation, configuration, and successful implementation.

SAMPLE Breakdown of an Implementation, Conversion, Transition, Training and Marketing Example:

Prior to installation, RMC shall survey and review each individual site location to insure the proposed location meets the manufacturers established criteria, including electrical requirements and network connectivity.

Provided is a complete description of an implementation process, description of various implementation task for both RMC and SUHSD and key milestones to ensure implementation timeliness.

KEY ASSUMPTIONS (SITE SURVEY INFORMATION GATHERING):

- RMC has confirmed the LAN connection is active and power and space requirements for incoming devices have been fulfilled prior to implementation.
- If a site location does not meet manufacturer criteria, then installation shall not occur until such criteria have been met by the District. (RMC will notify the contract specialists within three (3) days upon completion of survey providing all installation specifications)
- MFD’s to stay have been identified as such prior to the installation day.
- RMC and SUHSD Site coordinators have developed a detailed cutover plan, which is documented in the site’s Implementation Plan workbook.
- All device locations are labeled with DNS name and IP address.
- Where possible, devices have been delivered to a secured pre-designated staging area for deployment throughout the building.
- Not all locations will require a staging area—in those areas, equipment will be delivered directly to the final business location, and will be configured there.
- Line of Business Managers have been identified and notified of the installation dates and times by site coordinators.

- Training schedule has been reviewed with the LOB Managers.

1. Order Process- RMC Implementation team will initiate order and track tentative delivery date of equipment.

Following validation meetings and exception process, RMC Implementation team will place the equipment orders as stated in the Order Process documentation. The RMC Implementation team will track the order and keep SUHSD apprised of the delivery date that is expected. The RMC Account Manager will work with RMC Logistics and RMC Service personnel to schedule installation dates for the ordered equipment.

Task Owner/s: RMC Implementation Team

2. Pre-installation walk-through.

Once notified of the completion of any facilities related tasks relating to the equipment installation, the RMC Lead will walk the floor or site to be implemented along with a designated SUHSD Representative and SUHSD Facilities Representative. This is to ensure that all locations are identified with the DNS name and IP address and that power and space requirements for the incoming device have been fulfilled.

Task Owner/s: RMC Lead/ SUHSD representative/ SUHSD Facilities

3. RMC Logistics Scheduler will confirm delivery.

One day prior to delivery, the RMC Scheduler from Logistics will inform the SUHSD Site Coordinator for that location that delivery is scheduled for the following day.

Task Owner/s: RMC Logistics Scheduler

4. Pre-installation communication.

The day prior to each floor/work area's equipment installation SUHSD will send e-mail correspondence to all end users and key operators on that floor to inform them of the scheduled installation date (this may follow delivery in sites using a staging area).

Task Owner/s: SUHSD

5. Equipment delivered to specified locations

RMC Logistics will deliver equipment to SUHSD specified location.

Task Owner/s: RMC Logistics

6. Is staging area being used?

Prior to implementation and delivery, SUHSD and RMC will determine if a staging will be used for the facility. If "Yes", proceed to Step #7. If "No", proceed to Step #9.

Task Owner/s: SUHSD Project Manager/ SUHSD Facilities Manager/ RMC Team Leader

7. Equipment moved from truck to staging area on delivery date.

RMC Logistics personnel will place equipment and related accessories in the staging area. The SUHSD Site Coordinator will be the delivery/ sign in contact name used on delivery related paperwork. A designated SUHSD Network Services Representative will be required to sign off on the Delivery and Acceptance form.

Task Owner/s: RMC Logistics/ SUHSD Site Coordinator

8. In staging area, identify devices to be installed on floor.

The staging area will be organized by floor, with each device for that floor prepared and organized to ensure smooth operation on the installation day. On-site RMC personnel will confirm RMC ID and Serial number coincide with project plan documentation.

Task Owner/s: RMC Implementation Team

9. Equipment delivered to production floor on floor installation date.

If the devices being delivered are not going to a staging area prior to use, the devices will be delivered directly to the specified area on the delivery date. RMC will coordinate appropriate RMC personnel to be on site on the delivery date for support of the installation and training.

Task Owner/s: RMC Service Technician/ RMC Implementation Team/ RMC Project Coordinator/ RMC Logistics

10. Set up base product configuration to manufacturer's specifications.

The RMC Service Technician will perform installation and configuration of the hardware and accessories to the specifications supported by the manufacturer and configure control panel copy settings according to SUHSD standards for that device. The Service Technician will perform installation of any paper finishing or accessories and perform proper testing of the unit plus accessories after hardware installation is completed.

Task Owner/s RMC Service Technician

11. RMC Service Technician will enter IP address, DNS name, subnet mask and gateway into the new device.

In this step, the device is configured with the information to identify the printer. The RMC Service Technician will enter this information into the device.

12. Connect the device to the network.

The RMC Service Technician will use the following SUHSD procedure to connect the device:

CAUTION: Do NOT plug an RMC laptop into the NIC of the MFD for any printer configuration.

CAUTION: Do NOT connect the new MFD to the SUHSD network before the new DNS name is assigned.

Verify DHCP is OFF.

Enter IP address and DNS name.

Turn the MFD off.

Plug in the LAN cable.

Turn the MFD on.

Print the new configuration page.

Validate print is working by printing a test page from one user's workstation.

Task Owner/s: RMC Service Technician

13. Fax and Scanning Setup

With the introduction of users simply identifying themselves at the MFD, a whole new world opens up as it relates to scanning workflow. As the user moves around in the MFD selecting functions, their credentials follow them, dynamically configuring the device accordingly. Below are the features that SUHSD will benefit from:

Scanning Options (All may/or may not be included based on chosen configuration):

- Send To Myself: Since users are logged in, there will be a button on the screen titled “Send to Myself” When a user presses this, their email address will be populated and the scan will go directly to their email. This work flow is simple and effective.
- Send to Home Folder: Larger enterprises utilize standards like Home Folders in Active Directory to streamline user data. A user will be able to press the button “My Folder” and the scan will go directly to their home folder as configured in Active Directory. The main benefit of this is to use a standard that is already established and is managed centrally. Scan to Folder reduces the workload on email servers.
- Scan to Word and Excel: A user is able to quickly convert documents into Word and Excel by following these steps. On the MFD press “Scan to Word” and they will receive an email with their Word Document. We know who to send the email to because they have logged in via their card or PIN.
- Scan to Fax Server: To send a fax, a user simply enters the fax number into the Scan Screen. Since there are only numbers entered, the scanner knows to send to the fax server for processing. No cover pages are required because the fax server knows who sent the fax. The coversheet is dynamically configured based upon the logged in user. The logged in user does not need to wait for confirmation of the fax as it will be emailed to them.
- Scan to SharePoint: We find that many of customers who have requested SharePoint integration simply want a quick way to get documents into the repository. As an option if granular SharePoint integration is needed the solution is available and at an additional fee.
- Scan to Google Docs: Users can scan and see their Google Doc repositories directly from the device. As different users use the MFD, the credentials will change based upon the user to insure high level of security.
- Document Management Integration (Add-On): Many organizations have document management software in place. One of the weaknesses of systems is OCR and indexing documents at time of scan. RMC is able to add features that will allow users to index documents directly from the device and upload them to their final destination. Further details can be provided after a discussion takes place of desired objectives along with disclosure of current Document Management systems being used takes place.

Task Owner/s: RMC Service Technician/ RMC Implementation Team

14. Print a configuration page.

The RMC On-site personnel will confirm information recorded is consistent with all documentation and compiles configuration pages with DNS names for the devices installed on the floor. Once the floor is completed, scan and send the documentation to the RMC Project Coordinator.

Task Owner/s: RMC On-site personnel

15 Label the new device with the SUHSD Label.

RMC On-site personnel will label the newly installed device with a label provided by SUHSD to consist of the SUHSD Help Desk contact information, machine serial number, RMC ID #, DNS Name/Host Name and IP address.

Task Owner/s: RMC On-site personnel

16. End Users will install print drivers on their desktop for incoming equipment.

Following the e-mail correspondence from SUHSD Network Personal, the end user will install the print drivers relating to the secured print queue, primary, and secondary devices they will be using. The e-mail correspondence will instruct the end users to identify the location of their printers (from the sticker located on the device) and take down the DNS name, model number and IP address for those printers to install the print drivers.

Task Owner/s: SUHSD End Users

17. Offer support to end users for assistance in installation print drivers.

If the end users have not successfully installed the drivers required, SUHSD Network Personnel, supported by RMC Trainers and other on-site personnel will assist end users in installation as needed on the day of installation.

Task Owner/s: SUHSD Network Personal/RMC On-site personnel

18. Training Process- Conduct Key Operator and End User training at each machine.

RMC Training staff will instruct Key Operator on selected advanced device operation, reading machine meters, ordering supplies and selected preventative maintenance applications. User training will be offered in a classroom setting in accordance with the predetermined training schedule and RMC representatives will walk through the implemented area to field questions. Additionally, RMC will be available for questions throughout the implementation period

Task Owner/s: RMC Training Staff

19. Help Desk Process- Communicate Help Desk process for service related calls to end-users.

The RMC Training Staff will provide documentation of communication process with help desk.

Task Owner/s: RMC Training Staff

20. Communicate to appropriate personnel the installation is complete.

Before departure, the RMC representative will contact the local SUHSD Site Coordinator and the RMC Project Coordinator to communicate the day's activities was successfully completed. RMC's Implementation Team will ensure that open issues are identified. The RMC Implementation Team will also scan the configuration pages for devices installed that day and send the documentation to the RMC Project Coordinator. RMC Project Coordinator will pass this information on to the RMC Project Coordinator.

Task Owner/s: RMC Implementation Manager/ RMC Project Coordinator/ SUHSD Site Manager/ SUHSD Project Coordinator

21. RMC's Project Coordinator will update the master documentation with an implementation date, indicating the printer implementation is complete.

Upon completion of implementation at each site, the RMC Project Coordinator will update the devices on the master documentation and forward the updated sheet to the SUHSD Project Manager and RMC's PNC Fleet Manager.

Task Owner/s: RMC Project Coordinator

G. Equipment Maintenance

RMC coordinates all service calls through a centralized dispatch desk as follows:

- Machine is experiencing a malfunction
- Customer or remote diagnostics system contact central dispatch
- Dispatch logs call noting make, model, serial # and problem
- A unique ticket number is assigned to the call
- The customer is given the ticket number for reference
- Dispatch places call with appropriate service technician
- Service technician responds back to dispatch upon completion
- Repair and total down time are then calculated
- Problem ticket is then closed
- Credit for service copies
- Monthly reports will be compiled for compliance of standards and exception for credit
- Similar equipment will be furnished to the District on a no charge loan basis within one business days, if equipment covered by the maintenance will be out of service for more than two business days

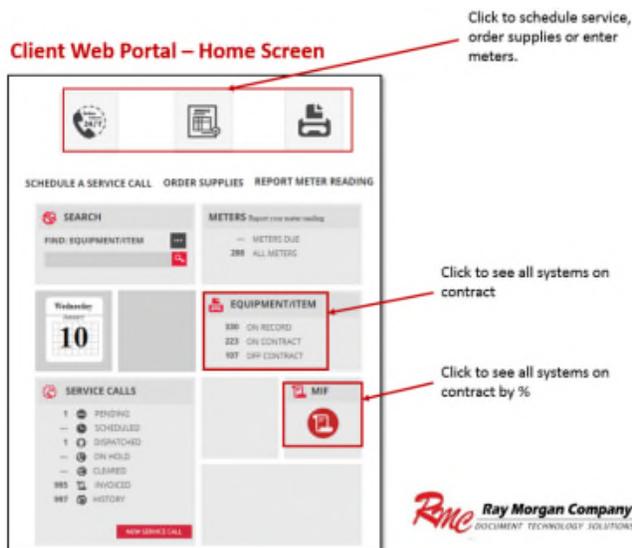
Service Support: When needing support for hardware of software systems, RMC has provided clients with multiple methods to request service.

- **Phone:** Clients can call directly to the service dispatch department to place a call. RMC does not use an automatic, unattended phone tree system. Only live operators will take the request.
- **RMC Web Portal:** (See the overview below) Every department can have their own customized web portal to log a service request. Once set up, the user will have a passcode that will bring them to a dashboard that will have their contact information already uploaded. All that is need is the RMC unit tag number and the issue to be resolved.
- **Email:** The customer enters the RMC service address (service@raymorgan.com), unit tag number and issue. The sender information will also be logged for follow up communication.
- **Fax:** For the departments that still use analog communication. All that is needed is the unit asset number and the issue. The RMC database will contain all the necessary information for location and contact.

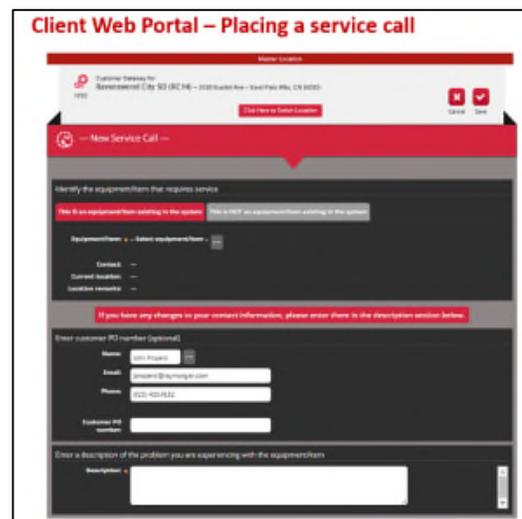
- **Remote Service Alert:** For hard error codes that lock up the unit and are visible from the control panel, there will be a communication sent to RMC that will outline all the required information to send a technical to the site for repair. Other issues such as quality or intermittent jamming may not throw an error code. These issues will still need to be called in.

Online Web Portal: Is one of the most appreciated services that RMC provides clients. Users will have the ability to log into a secure web portal to access information on their account, view billing, request service and supplies and view usage by machine. The RMC customer web portal is the preferred method of managing the unit. All critical device information is available 24/7 and updated real-time. Many important data-points can be accessed remotely from the web portal: 12 month service history with comments, device usage, location and billing history. RMC will fully train all clients on how to log in and see only the units in their facility.

The log that will outline all issues, causes, response time, downtime and restoration time. The client web portal has the information that will assist in understanding the units performance.



Home Page – Dashboard



Placing Service Calls



View 12 Month Service History

Service Call Communication: Once the service call is logged by any of the methods above, RMC support protocol takes over. First, the contact associated with the unit (or the person initiating the call) will receive a confirmation email. Recapping the issue and logging the time and issue. Below, is a screen shot of an actual email received by the user.



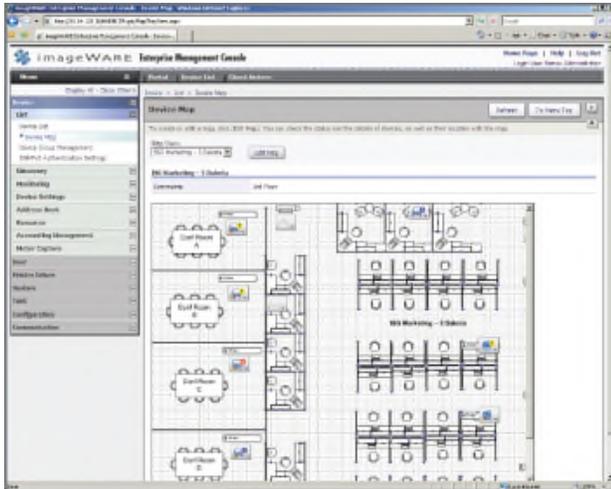
Customer Service Dispatch and Call Complete Email Notification

The technician assigned to that asset will receive an alert on their smart phone containing all the information included in the above alert. The tech is required to call the contact within one-hour to provide an ETA to be onsite at the unit. Less than 4 hours is the target. Once tech arrives at the unit, the issue will be repaired. Before the tech leaves, they will perform a clean and check of all the components of the system. The goal is to make sure that parts with specific yields are reviewed. If the threshold is pending soon, the tech is instructed to replace ahead of failure. Having to return to the same unit days or weeks later can be avoided. In the Bay Area, travel time is the biggest expense. Replacing a part early can save downtime for the client and expense for the service department. A win-win.

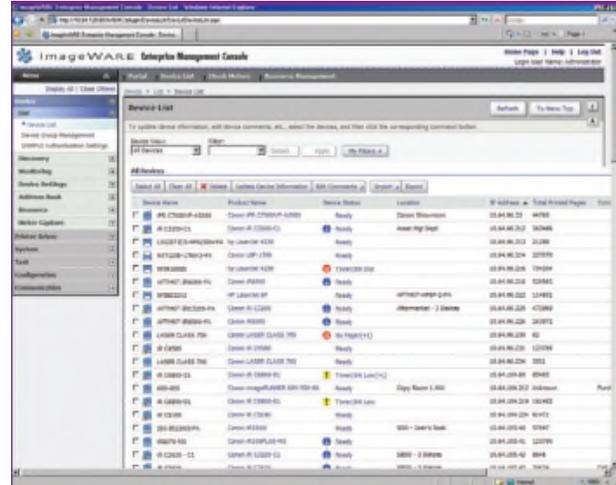
Service Escalation: The District will have the ability to escalate any questions or issues directly to the assigned service manager. RMC receives full support from the manufacturer due to the commitment to only use original manufacture equipment (OEM) parts. No third-party components are used that will cause the manufacturer to point a finger in another direction. If RMC cannot diagnose the cause of a problem, the manufacturer will fly out to assist. The usually takes place at the RMC warehouse because if there is any delay in getting a device back up, RMC will put a loaner on site to avoid any workflow interruptions at the client location. If our client ever has any lasting concerns about the reliability of the device, RMC will replace the device with a model of same capabilities anytime during the contract period up to 5 years.

Service Alert Reporting: RMC has software that can generate an email to specific District staff on specific conditions. For example, a local user wants to know when paper is low, an email can be sent

only when that condition is met. Maybe, the key operator of that department doesn't want to be bothered with supply alerts and only wants to be informed when there is a jam or the device is down with an error code. An email can be sent for only those conditions. The program has a helpful dashboard for users that want to proactively monitor the fleet. Here are two screenshots to illustrate.



Floor Plan Device Dashboard



Device List Dashboard

Supply Management: RMC has a fully automated method for sending toner out to the copiers in need. The units will send an alert directly to RMC when the device gets below 20% remaining. The specific cartridges are shipped 2-Day UPS directly to the device's location to the attention of the designated user. Depending on the units monthly volume, 20% could be 2 months away or 2 days away. RMC can also provide an additional set of toners as backup to the auto-replenishment system. At anytime, users can email (supplies@raymorgan.com) or use the phone, web portal or fax to request supplies.

H. Training

Ray Morgan Company will utilize multiple personnel skilled on various equipment to perform the initial training for designated SUHSD employees at the time of installation. Ray Morgan Company will provide on-going training throughout the five year contract as needed at no additional cost. The Account Manager (Paul Cavagnaro) will be in charge of scheduling training sessions for the SUHSD personnel.

Our goal is to continue education for the life of the agreement. Below is a cross section of a training plan when implementing a new fleet of copiers.

Description of the Training Process:

1. RMC schedules the training sessions and contacts Key Operator(s).

A representative from RMC will confirm with the Key Operator(s) (identified during the Recommendation Meeting) the date of the training sessions. The training sessions will be held prior to and during the installation.

Key Operator training will be hands-on and conducted at the device. The methods of end user training will include both classroom training and trainers roaming the floors to assist users. RMC will verify that any necessary equipment or materials will be available.

2. Communicate Time and Location of Training Session(s).

Signs will be posted at the devices and in other areas to notify end users of the training session date, time, and location.

3. Conduct Key Operator Training

The RMC trainer will have all attendees sign a training sign-in sheet.

The RMC trainer will provide training for the following topics:

- Key Operator Responsibilities
- Service Call Placement
- Ordering supplies (toner and staples)
- Adding paper, toner, and staples
- Clearing paper jams
- Obtaining meter reads
- Basic Troubleshooting
- Contacting the help desk

4. Conduct End User Training

The RMC trainer will have all attendees sign a training sign-in sheet.

The RMC trainer will provide training for the following Copy functions:

- Copying from the glass and the document feeder
- Making 2-sided copies
- Using finishing options
- Adding paper
- Selecting paper sizes/drawers

The RMC trainer will provide training for the following Print functions:

- Accessing the print driver
- Choosing number of copies
- Selecting print settings
- Selecting page setup options
- Submitting different job types (Document Server, Locked Prints, etc.)
- Selecting finishing options
- Selecting paper source options
- Sending jobs to other printers
- Printing on envelopes

The RMC trainer will provide training for the following Fax functions:

- Faxing from the copier
- Faxing from Handheld devices for SUHSD approved cell phones

The RMC trainer will provide training for the following Scanning functions:

- Scan to email
- Scan to home folder
- Scan to potential workflows leveraging other departmental applications

The RMC trainer will provide training for the following MFD topics:

- Service Call Notification
- Ordering supplies (toner and staples)
- Adding paper
- Clearing paper jams
- Basic Troubleshooting
- Contacting the help desk

5. Distribute Quick Reference Guides for End Users.

The RMC representative will provide a small supply of Quick Reference Guides. Additional Quick Reference Guides can be made available electronically. See page 32 for sample Quick Reference Guide.

6. Key Operator Sign-off on Training Checklist

During the training sessions, the RMC representative will complete a Training Checklist. Following the training, the Key Operator(s) will sign the checklist to verify that the training has been completed.

7. Has all Training Been Completed?

Once all training sessions have been held and the Key Operator has signed off for each session, move to Step 8. If not, continue to conduct the training sessions.

8. RMC faxes signed Checklist to RMC Project Manager

The RMC representative will fax the signed Training Checklist after all training sessions have been completed back to the SUHSD to verify completion.

9. Follow-up Training Scheduled as needed

If additional training is needed, RMC should be contacted and a new training session will be scheduled.



I. Service Guarantee Commitments

Up-time Performance Guarantee

The Systems provided under this Agreement will be operational with a quarterly uptime average of 96%, excluding preventative maintenance time, or we will, upon your request, provide a loaner of similar or upgraded features at no additional cost, until the system is operational at the committed level of performance or client requests to have unit replaced under Performance Guarantee Exchange program.

RMC Performance Guarantee

At the Ray Morgan Company we measure our success by one standard: TOTAL CUSTOMER SATISFACTION. Every one of our employees is committed to ensuring that this is not just a marketing slogan but part of our everyday company culture.

As part of the above commitment we are pleased to extend to all of our customers who purchase a new or reconditioned product from us the following Performance Guarantee:

If at any time and for a period of up to 5 years from the date of purchase of any copier equipment from RMC, and as long as the unit is continually covered under an RMC Maintenance Agreement, we will, at your request and for cause, replace the machine in question with another one of same or similar model, age or newer and meter at absolutely no cost to you.



All we ask is that you will provide us with a written description of what your equipment complaint is and give us 30 days to resolve the problem to your satisfaction. Should we fail with a remedy within the stated timeframe we will then promptly exchange the machine in question.

J. Reporting

RMC has the ability to and can provide the following reports in hard copy/soft copy on a quarterly basis:

- Population of digital copiers and Laser printers sorted by:
 - Model
 - Serial Number
 - Location
 - Install date
 - Average Monthly Volume
 - Response time
 - Repair time
 - Uptime
 - Total service calls
- Operational costs sorted by Department

RMC agrees to provide other reports as reasonably requested by Shasta Union High School District at no additional cost.

K. Product Certification

RMC certifies and warrants that all products sold to SUHSD under any agreement resulting from this RFP shall be NEW, recently manufactured from new design and components and never used.

L. Minimum Multi-Functional Device, Laser Printer and Accounting/Tracking System Specifications

Multi-Function Devices

Businesses of every size face a similar challenge: Employees need instant access to office technology to complete their tasks and move ahead with their workloads. But when network administrators are constantly interrupted to resolve print, copy and fax-related issues, it wastes time, drains resources and prevents them from focusing on business-critical tasks. What’s more, poorly managed multifunction printers (MFPs) may prevent the business from realizing the return on investment (ROI) and strategic advantage promised by these highly functional network devices.



The solution is choosing MFPs that offer advanced functionality coupled with intuitive, centralized management via built-in features and effective management software.



RMC’s multifunctional printers and software solutions meet these criteria by streamlining device setup, management and maintenance tasks. Standard features enable administrators and service providers to keep on top of maintenance and supply issues, while Web-enabled software solutions make it easier to manage device settings, facilitate secure user access and minimize costs across the enterprise. The result is time saved and improved ROI from MFPs.

These RMC solutions can also help streamline workflows, boost collaboration, control expenses, secure information, improve accessibility, and reduce the impact of printing on the environment.

CATEGORY 1:

Volume 2,500-6,500 copies/month

11 - 30 B&W Copies/Prints/Scans per minute for 8 1/2 x 11 image

Continuous copy meter

Automatic document feeder-50 sheets minimum

Minimum 50 sheet Bypass tray

Minimum of 2 paper trays that hold 500 sheets each.

Reduction and enlargement, minimum 25-400%

Automatic duplexing

Minimum 30 page staple/finisher with electronic sorting

Multiple copies: 1-999

CATEGORY 2:

Volume 6,500-15,000 copies/month
31-40 B&W Copies/Prints/Scans per minute for 8 1/2 x 11 image
Continuous copy meter
Automatic document feeder-50 sheets minimum
Minimum 50 sheet Bypass tray
Minimum of 2 paper trays that hold 500 sheets each.
Reduction and enlargement, minimum 25-400%
Automatic duplexing
Minimum 30 page staple/finisher with electronic sorting
Multiple copies: 1-999

CATEGORY 3:

Volume 15,000-50,000 copies/month
41-70 B&W Copies/Prints/Scans per minute for 8 1/2 x 11 image
Continuous copy meter
Automatic document feeder-50 sheets minimum
Minimum 50 sheet bypass tray
Minimum of 2 paper trays that hold 500 sheets each.
Reduction and enlargement, minimum 25-400%
Automatic duplexing
Minimum 30 page staple/finisher with electronic sorting
Multiple copies: 1-999

CATEGORY 4:

Volume 15,000-50,000 copies/month
71-90 B&W Copies/Prints/Scans per minute for 8 1/2 x 11 image
Continuous copy meter
Automatic document feeder-100 sheet minimum with job building
Minimum 50 sheet bypass tray
Minimum 3,000 sheet capacity including at least 2 paper trays that hold 500 sheets each.
Reduction and enlargement, minimum 25-400%
Automatic duplexing
Minimum 50 page staple/finisher with electronic sorting
Multiple copies: 1-999

CATEGORY 5:

Volume 50,000-100,000 copies/month
91 - 135 B&W Copies/Prints/Scans per minute for 8 1/2 x 11 image
Continuous copy meter
Automatic document feeder 100 sheet minimum with job building
Minimum 50 sheet bypass tray
Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
Reduction and enlargement, minimum 25-400%
Automatic duplexing

Minimum 50 page staple/finisher with electronic sorting
Multiple copies: 1-999

COLOR CATEGORY 1:

Volume 2,500 – 6,500 copies/month
21 - 30 Color Copies/Prints/Scans per minute for 8 1/2 x 11 image
Continuous copy meter
Automatic document feeder-50 sheets minimum
Minimum 50 sheet Bypass tray
Minimum of 2 paper trays that hold 500 sheets each.
Reduction and enlargement, minimum 25-400%
Automatic duplexing
Minimum 30 page staple/finisher with electronic sorting
Multiple copies: 1-999



COLOR CATEGORY 2:

Volume 6,500 1 15,000 copies/month
31-40 Color Copies/Prints/Scans per minute for 8 1/2 x 11 image
Continuous copy meter
Automatic document feeder-50 sheets minimum
Minimum 50 sheet Bypass tray
Minimum of 2 paper trays that hold 500 sheets each.
Reduction and enlargement, minimum 25-400%
Automatic duplexing
Minimum 30 page staple/finisher with electronic sorting
Multiple copies: 1-999

COLOR CATEGORY 3:

Volume 15,000 – 50,000 copies/month
41-70 Color Copies/Prints/Scans per minute for 8 1/2 x 11 image
Continuous copy meter
Automatic document feeder-50 sheets minimum
Minimum 50 sheet bypass tray
Minimum of 2 paper trays that hold 500 sheets each.
Reduction and enlargement, minimum 25-400%
Automatic duplexing
Minimum 30 page staple/finisher with electronic sorting
Multiple copies: 1-999

COLOR CATEGORY 4:

Volume 50,000 – 100,000copies/month
71-90 Color Copies/Prints/Scans per minute for 8 1/2 x 11 image
Continuous copy meter
Automatic document feeder-50 sheet minimum with job building
Minimum 50 sheet bypass tray
Minimum of 3,000 sheet capacity, including at least 2 paper trays that hold 500 sheets each.
Reduction and enlargement, minimum 25-400%

Automatic duplexing
Minimum 50 page staple/finisher with electronic sorting
Multiple copies: 1-999

COLOR CATEGORY 5:

Volume 50,000-100,000 copies/month
91 – 135 Color Copies/Prints/Scans per minute for 8 1/2 x 11 image
Continuous copy meter
Automatic document feeder 100 sheet minimum with job building
Minimum 50 sheet bypass tray
Minimum 3,000 sheet capacity, including at least 2 drawers that hold a minimum of 500 sheets each
Reduction and enlargement, minimum 25-400%
Automatic duplexing
Minimum 50 page staple/finisher with electronic sorting
Multiple copies: 1-999

Laser Printers

RMC supports top printer vendors. Canon, Kyocera, and HP Laser Printer solutions designed for advanced reliability while reducing the environmental impact and cutting printing costs. These solutions are considered a reliable partner for workgroups that require a high level of functionality, ease-of-use and represents the smart choice for eco-friendly, cost-conscious offices.



Ray Morgan Company is a Premier HP Print Provider. RMC provides a variety of choices entry levels speeds to high paced performance driven units with the long life imaging drum, high yield toner and industry-leading maintenance intervals. Your business can realize significant printing and operating costs that help your company’s bottom line by working with. You get your documents quickly with fast warm up and first print times but without sacrificing energy efficiency. Standard networking lets you share and manage the printer efficiently. Standard 2-Sided duplex printing can cut your paper use significantly. You have flexibility for printing new types of documents on heavy or coated paper stocks from up to 5 multiple sized paper sources. Now you can reduce current printing costs and adding new capabilities to your office to do more printing in your office cost effectively and stop paying external suppliers. That adds up to real savings for your bottom line.

We are uniquely qualified to provide the right printing solution for your environment. By working with you to evaluate the answers to these questions, we can provide printing solutions that are optimized for your functional needs, volume, and budget.

When choosing a printer for your business, there are a number of things you need to consider:

- What options that I need are included?
- What is the reliability record of the printer?
- Can I easily manage and troubleshoot the printer?

- How long does it take for the printer to get a first page out?
- What is the total cost of ownership?
- What kind of security tools does it offer?

LASER PRINTER CATEGORY:

Low B&W Laser printer with network interface
 Medium B&W Laser printer with network interface
 High B&W Laser printer with network interface

Low Color Laser printer with network interface
 Medium Color Laser printer with network interface
 High Color Laser printer with network interface
 All Laser printers must be Non Host based printers
 Wireless Laser printers various speeds

ACCOUNTING/TRACKING SYSTEM

Track Print, Scan, Copy and Fax usage by User, Device and Department
 Users need to be identified based upon login
 Users able to select Cost Centers for bill back
 Follow me printing
 Please outline any additional features

RMC works with several different options in the cost accounting, scan workflow, and secured print realm from uniFLOW, ULM, Papercut, Equitrac, AA-Prox to Prism. All of which are included in the brochure documentation section. RMC will help you firm in choosing the best solution for your environment based on your needs and requirements.

What information does our solutions provide?

- Who printed the job?
- Which department?
- Which cost center or grant to charge the work to?
- Where was the job printed?
- Was it printed single or double sided?
- Was the job B/W or color?
- Which paper tray was used?
- How many pages?
- How many copies?
- Highest used printer/MFD
- Highest printer usage by an employee
- Highest color usage by an employee



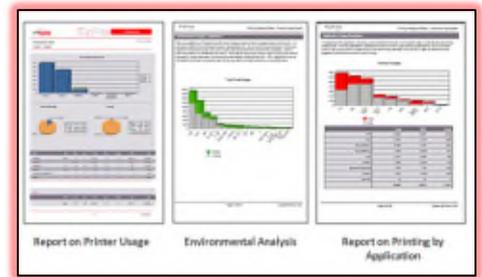
Besides cost analysis what else can cost accounting software do?

- Ability to control and offer **wireless printing** on wireless device like iPad's, iPhone, Smart Phones etc.
- **Secure Print** – Follow me printing
- **Universal Print Driver**
- **Uniform User Experience** on all machines making each machine display panel a replica of the others
- The power to **enforce "Green Initiatives"** like saving paper
- The **ability to route documents** through workflows like: expenses, scan to yourself, scan to email, process invoices, etc.
- **Integrates** with existing back office systems



The list goes on and on of how RMC's solutions can help. Key areas of focus with these products has been to:

- Provide wireless printing solution
- Gain control
- Increase security
- Increase end user experience and productivity
- Leverage the MFP investment



Track All Output Costs:

uniFLOW helps the finance department track and assess the organizations current printing costs. For Canon MFDs, copy, fax and scan usage can also be recorded along with any printing activity.

Each printer can be assigned multiple price structures, allowing the tracking of charges to the user as well as the internal printing costs.

Budgets can be set to stop users printing more than they are entitled to. Managers' authorization can be required before printing large or expensive jobs.

Multi-level cost codes can be assigned to print and copy jobs making sure the correct budget is charged for the work.



Collect Secure Jobs From Any Printer:

One disadvantage of using an MFD rather than a local printer is that someone may mistakenly pick up another users print job. This is not the case any longer, thanks to uniFLOW.

uniFLOW allows print jobs to be stored on a server and only be released once the user is standing next to the printer. Users working outside the company network can also send jobs via the internet to be collected when convenient.

The uniFLOW MEAP applet on the imageRUNNER device presents end users with a very rich user interface to select and control their jobs and even preview the first page of the document. If needed, they can also make changes to the document before it is printed.

Secure printing prevents confidential documents from being left on the output tray for anyone to see. Strong and secure authentication and control through multiple methods of identification and access including integrations into corporate card based systems (For e.g.: HID Proximity, Legic/Mifare, Hitag, Magnetic, etc.)

Mobile Release:

All of the print release capabilities within uniFLOW are seamlessly supported for mobile users. Mobile jobs can be released from any uniFLOW controlled printer via card access or pin code. In addition, the mobile device itself can also be used to control the release of the print jobs at the device. Via the uniFLOW mobile web browser page users will be able to identify themselves, select a printer and then select which of their jobs to release.

There is also a uniFLOW native app for Apple iOS and Android devices like iPod, iPhone, iPad and Droid tablets. The app enables the mobile device to identify the printer, for example by a QR code, select a print job from the user's personal print queue, select desired print settings and release their job.

Use Any Printer on the Network:

Since any user can select any printer on the network to release their job, regardless of model or manufacturer, uniFLOW includes a Universal Printer driver to ensure the output is exactly as the user expects. Once the user has been identified at the MFD a list of jobs waiting for him or her is displayed on the device panel where the user can decide to change how the job will be printed before releasing it.

Control How Jobs are Printed:

uniFLOW also allows the interactive routing of print jobs to the most cost effective device or the routing of print jobs to alternative devices, if a printer is not available. Users are made aware, if desired by management, what the cost of the print job is prior to printing and gives a lower costing alternate device. These savings are recorded in the uniFLOW database and a cost savings report is prepared and available to management for review.

Additionally, should you require it, an advanced authorization workflow can be built into uniFLOW which would require approval for print jobs when certain criteria are met. For example: any print job less than 100 pages, no authorization is needed, but if the print job exceeds 100 pages, authorization is needed by their manager.

Restrict Access to the MFD:

With the tight integration available for uniFLOW and the Canon MFDs, the IT manager can set access policies to each device. For example, staff can only be allowed to copy in color on the MFDs next to the managing director while managers can copy in color on any device.

Advanced Device Management:

uniFLOW v5.1 introduces new capabilities for complete print infrastructure management by combining user based print management with device based print management into a single system. uniFLOW now incorporates powerful device meter and status information capture technology across multi-vendor device fleets.

This is complemented by a flexible workflow capability which produces dynamic alerts on device status changes (i.e. low on toner) and enables efficient consumables management and control maintenance activities. Reports on print activities and user behavior allow unique insights in order to achieve a more efficient and cost-effective print environment.

Device Monitoring

The collected data can be used to control and optimize the complete print environment. uniFLOW allows for the definition of actions, including messages to users or the help desk depending on the data received. This notification workflow includes alerts and consumable status.

Reporting

uniFLOW provides a number of reports which help to manage the print environment. These reports contain information about the inventory, show over and under-utilized devices, can compare the use of consumables over different time periods.



Integration with Back-Office Systems:

Access to the device can be controlled by a variety of cards, fingerprint, PIN number or username and password. uniFLOW can integrate with the organization's existing user directory or it can "self-learn" which card belongs to which user removing the burden from the IT department.

Workflows:

uniFLOW allows the administrator to define a precise workflow for each document type, allowing many different processes to take place. These different workflows can either be selected manually by the user or the document type can be automatically detected by uniFLOW and the appropriate workflow applied. Think of processing HR Records, Expenses, and other labor intensive items by using any of your MFD's as on ramps to feed your MS SharePoint or LibertyIMS solutions.

Control your GREEN Initiatives

Ray Morgan Company's highly detailed uniFLOW Printing Intelligence Reports will be able to demonstrate how faculty, staff, and students have embraced the new technology and are actively participating in helping the district achieve its "Go Green" goals.

Related Technologies

Related Tech: Visual Communications

As an authorized Ricoh provider, RMC has access to the most advanced Digital Displays, Smart Boards and Teleconference technology.

Related Tech: Managed IT Solutions

Established in 1956, the Ray Morgan Company (RMC) has grown to be one of the largest independent office technology and services organizations in the United States. Approximately 15 years ago RMC decided to enter the IT services industry by acquiring a small IT firm. Since that time, we have grown and refined our IT services division. IT and cybersecurity services are now one of RMC's fastest-growing divisions.

Our company's mission is to ensure the ongoing trust and loyalty of our clients by providing them with uncommonly great customer service and value. Our business experience, holistic approach, and dedication to customer services are what have made our IT services division so

successful. For RMC accomplishing great customer services and support means aligning our services with our customer's needs.

Areas of Focus:

1. Peace of Mind:

- ✓ **True Partnership.** Established in 1956 Ray Morgan Company has built our business by providing great customer service. Ray Morgan Company is a technology partner you can depend on.
- ✓ **Change Managed.** Managed IT services offers a scalable approach allowing your business to receive on demand support to match changing needs.
- ✓ **Expertise on demand.** Our broad experience gives your business access to the right person at the right time. We are set up to mitigate labor bottlenecks. Your vCIO will provide direct account management, but we diversify your support information ensuring you always have access to the support you need.

2. Business Resilience

- ✓ **24/7 Security Monitoring.** Cybercrime is at an all-time high. That's why RMC invests in your security with advanced security options customized to provide maximum mitigation.
- ✓ **Recovery and Remediation.** Protect and recover your data with advanced onsite and offsite backups.
- ✓ **Uptime.** RMC monitors your network and server 24/7 to ensure maximum uptime. We know the cost when technology is down.

3. Performance

- ✓ **Enterprise Equipment.** Ray Morgan will provide a business grade switch, firewall and a wireless access point for each office that we support. This allows us to maximize visibility, performance, reliability and support.
- ✓ **Monitoring.** Looking for specific performance data on a key device? Our technology provides key metrics to help make the right performance-based decisions. We managed your device lifecycles to ensure equipment meets performance expectations.

4. Productivity

- ✓ **Strategic Technology.** We believe in technology that maximizes your workforce. We leverage technology like O365 that improves efficiency and empowers your users.
- ✓ **Vendor Management.** Don't let your employees be dragged down by technology. We support any Windows based applications that have active support contracts. Let us sit on hold with your technology vendors so your team can get back to work.

5. Planning

- ✓ **Technology Planning:** Your vCIO partners with your team to help direct system integrations and new technology purchases. Include us early and often and we will make sure your system infrastructure supports your business goals.
- ✓ **Cost Management:** Our advanced reporting tools make it easy for your vCIO to assess hardware and licensing lifecycles making sure you never accrue too much technology debt

Ray Morgan Company Managed IT Solutions:

Network Equipment. RMC Managed IT will provide a business class firewall, network switch and access point to provide the fastest, most secure and most reliable network possible. This covers 1 device each per location under your support plan. Additional hardware detailed above.

Network Monitoring. 24/7 network monitoring services are used to provide the information to keep all systems running efficiently. RMC Managed IT will monitor and report on any network-based issue 24/7.

Proactive Maintenance (Server/Network/Workstation). RMC Managed IT will perform all desktop and server maintenance and perform regular reviews of your network security. Regular system optimization, patching and routine configuration are also included.

Support (Server/Network/Workstation). Remote support is provided Monday through Friday 8am-6pm. RMC Managed IT will provide additional onsite support as needed between the hours Monday-Friday 8am-5pm. There is also an optional 24x7 remote support add-on available for organizations that require after-hours support.

Vendor Management (Network/Server/Workstation). Keeping track of AT&T, Comcast, Antivirus, and all of the other vendors involved in IT can be a full-time job, especially when it comes to project time. We'll take care of this for you.

Base Security Services. Firewalls (with a comprehensive gateway security suite) and anti-virus/anti-malware security are included.

Technical Consulting. A big part of running a business is making intelligent and successful decisions around your Information Technology needs. Our Technical Consultant can offer those services as part of contract at no additional charge.

Quarterly Business Discussions. A quarterly report is presented in person and typically includes the following:

- ✓ Ticket review
- ✓ Performance/utilization of supported hardware
- ✓ Drive space usage
- ✓ Patching and maintenance overview
- ✓ Antivirus and antimalware scans
- ✓ Hardware warranty and aging report

Project Services. In these instances, an assigned Engineer would create a quote(s) and scope of work (where applicable) that would detail out the project. Examples:

- Replacement of an expired server.
- Setting up a new office and all related infrastructure.
- Wireless network that is outside of a basic configuration.
- Upgrading a line of business application to a new version.
- Adding a line of business application.

Advance Security Solutions:

Advanced Threat Detect & Respond: Next generation antivirus that uses behavior analysis to identify malware. Unusual activity generates a ticket at our 24/7 Security Operating Center. Services includes up to a 1-million-dollar ransomware warranty. Remediation services included for all devices with this service.

- Protects against: Zero-day attacks, unknown malware, anomalous behavior and malware.
- Coverage: Per endpoint
- Business Goal: Protect covered devices from cyberattack and fortify backups for covered devices.

Network Detect and Respond (SIEM): Log management solution that utilizes behavior analysis to identify anomalous activity on the network. When unusual network traffic is detected a ticket is created with our security operating center to investigate.

- Protects against: Cybercriminals in the network.
- Covered Devices: Per device
- Business Goal: Identify cybercriminal on the network prior to damage being done. Reduce time in the case of an attack with network level forensic evidence. Support for PCI, HIPAA and NIST-800 compliance reports.

Office 365 Risk Watch: Monitor O365 accounts for abnormal activity such as user with leaked credentials, sign-ins from suspicious IP addresses, sign-ins from malware-infected devices, impossible travel to atypical locations, sign-ins from unfamiliar locations, and sign-ins from anonymous IP addresses.

- Protects against: Cybercriminals access company email and files on O365
- Covered Users: Per domain
- Business Goal: Secure Microsoft O365 Cloud solution from unwanted access.

Security Awareness Training: Monthly mock phishing attacks ran against users. Users who fail are required to participate in phishing training.

- Protects against: Attacks deployed or initiated via email.
- Covered Users: Per user
- Business Goal: Stop attacks at user level before attack hits the system.

DNS Filtering: This cloud-based service acts as a secure DNS resolver which makes sure the website you type in reaches the appropriate IP address. It also identifies all known malware site and blocks access to them inhibiting the initiation of an attack and the perpetuating of a successful attack.

- Protects against: Known malware sites and DNS hijacking.
- Covered Users: Per site
- Business Goal: Additional layer of security for all users. Important roaming coverage for mobile workers who are not covered behind your firewall.

Darkweb Monitoring: Ongoing monitoring and reporting of compromised passwords associated with email domain.

- Protects against: Hackers using company credentials to access systems.
- Covered Users: Per domain
- Business Goal: Secure company credentials.

Fortify for Protection (Reporting): End point and End user-based risk reporting. Identify users and devices with the most vulnerability.

- Protects against: Security gaps with devices or users.
- Covered Users: Per device
- Business Goal: Identify the weakest links in your security armor.

Notable Technology Partners

- ConnectWise
- Webroot

- Fortinet
- Dell
- Sonicwall
- Microsoft
- Hewlett Packard (HP)
- Auvick
- RapidFire
- Labtech
- Event Tracker
- IT Glue

Available services not mentioned in response:

- Hardware and licensing purchasing.
- Back up disaster and recovery solutions.

Related Tech: Enterprise Document Management Solutions - Laserfiche

Retrieve a document with the click of a mouse and you have just improved your organization’s efficiency. If you have business processes that need to be automated, an electronic document management system can provide that capability.

The benefits of a Document Management System

- Increased profitability through increased productivity
- Enhanced competitive advantage through accessibility of client information
- Ensured regulatory compliance
- Enhanced B2B and B2C relationships
- Reduced litigation risk and liability through increased security



What would happen if?

- What would happen if there was a natural disaster?
- What are the legal consequences for losing all or a portion of your student/employee files?
- What would happen if your files were compromised or hacked?
- What if your file storage does not meet compliance regulations?
- Could a failed audit result in lost funding?

RMC can update your document process with an efficient document management system that offers reliability, security, and mobile user access methods. This will allow you to eliminate paper based file storage systems which will ultimately give your organization more productivity and efficiency.

Related Tech: Paperless Fax Server Solutions

Leverage your VoIP or internal infrastructure investment and realize productivity gains immediately with secure, real-time IP fax delivered directly to employee inboxes, while also protecting document privacy and facilitating compliance with regulations such as HIPAA and the Sarbanes-Oxley Act.

XMediusFAX yields immediate and unparalleled ROI because it eliminates costly analog phone lines, fax boards, long-distance charges, toners, paper and maintenance. Organizations are saving tens of thousands of dollars a year with XMediusFAX.

With cutting-edge R&D, long-standing technology partnerships, and award-winning products, Sagemcom offers the most advanced FoIP solutions and IP fax expertise in the industry.

A common challenge that has plagued fax server implementations is that fax servers do a great job of handling digital documents but do not do a good job of handling paper documents. The additional steps that end users have to go through to fax a paper document prevents end user adoption. When end users have to do anything other than the current workflow of entering just the fax number into the copier, they have resisted adoption of the workflow.

We realize that end user adoption is key. RMC has developed integration into fax servers so that users only need to enter the phone number when sending a fax. This addresses the faxing needs of digital and paper based documents. RMC provides a common interface for end users but has all of the controls in place for a sophisticated solution that requires very little to realize the benefits below.

Benefits include:

Cost Savings:

- A typical fax line costs \$20 per month for just dial tone. SUHSD is an educational institution, E-Rate would lower that cost to about \$10 per line per month. For 45 fax lines, that is \$1,000 a month for just fax line dial tone.
- The fax lines would be replaced by using SUSDH VoIP phone system if available or PRI(s) with an E-Rate cost of about \$150-\$300 per month.
- Potential Monthly Cost Savings: \$700

Higher Functionality:

- No Cover Sheets Required: Since the fax server knows who is sending the fax, the coversheet is auto generated based upon the user and Department.
- Inbound faxes can be routed to an email address, to a folder, or to any printer on the network
- Outbound faxes
- Faxes can now be sent from all MFD's
- Faxes can now be sent from Smartphones and tablets without an app being installed
- Faxes can be sent from Outlook and Outlook Web Access without an add-on being installed

Security:

- All outbound faxes can now be logged so SUHSD knows who and what information is being sent
- All inbound/outbound faxes for the entire organization can be archived

The RMC solution is engineered to provide SUHSD true control and simplicity by leveraging your existing infrastructure.

Related Tech: Wide Format & Specialty Printing Solutions

RMC wide format printers provide advanced reprographic capabilities required by today's applications. The wide format scanners RMC provides are some of the best in the industry, as well as our wide format copiers, making it easy for you to increase the efficiency of your business processes. We offers several large format printing systems capable of handling input up to 60 inches wide by virtually any length. With our diverse selection of large format copiers, printers, and scanners, including large format inkjet printers, you can pick and choose the features and options that are right for your business application.



RMC offers the brightest stars in the wide format and specialty print arena from Oce, Canon, Mimaki, and Xante. Offering solutions that are capable of multi-layered UV print resulting in outstanding quality and the ability to print on haptic surfaces. Printing beyond the traditional formats to printing directly on buildings, wood, pens, glass, metals, and plastics.

Think of utilizing a specialty print solution that makes going to a print shop and being forced to buy in large quantities a thing of the past for full color letterhead, cards, envelopes, forms, brochures, mailers, labels, banners and more. RMC offers a complete turn-key solution to allow you to print on a wide variety of media and sheet sizes, so you can produce more in-house, and on-demand.

Related Tech: Production Print Solutions

Digital Printing Presses

Full Color, high speed, digital printing press models that offer benchmark productivity, print quality, and economics. The Canon imagePRESS & Oce product family offers best in class image quality with tight front to back registration, superior paper handling with Air-Knife Vacuum Feeding, a broad substrate choice, and money making productivity. Canon's and Oce digital presses has incorporated many of the proven offset technologies of Presses, like gripper systems, side guides, imaging cylinders, blanket belts, and Air Knife Vacuum Feeding to provide best in class image quality and performance.



Because Canon & Oce understand that every time you have to touch a job you add cost, labor, and chances for errors, Canon and Oce digital printing presses offer many different inline finishing options including saddle-stitching with three knife trim, perfect binding with three knife trim, GBC punching, folding, and stitching.

Production Printers & Copiers Color:

Cost effective printers provide high quality color for a broad range of digital print applications. Both the Canon imagePRESS C7000VP & Océ Produce line offer superior image quality, awesome paper handling, tight front to back registration, and money making productivity. Because Canon & Océ understand that every time you have to touch a job you add cost, labor, and chances for errors, Canon and Océ's production printers offer many different inline finishing options including perfect binding with three knife trim, saddle-stitching with three knife trim, folding, GBC punching, and stitching.

Black & White Production Printers (for publishing & transaction print)

High speed, high volume, and high quality Production Printers provide cost effective digital printing. They utilize Air-Knife vacuum feeding, tight front to back registration, and heavy duty print engines for reliable printing in the most demanding environments. Canon and Océ's production printers offer many different inline finishing options including saddle-stitching with three knife trim, perfect binding with three knife trim, GBC punching, folding, and stitching so you do not have to add cost, labor and a greater chance for errors to your projects.

Related Tech: Ray Morgan Company provides Business Process Outsourcing (BPO)

Document Digitization/Conversion:

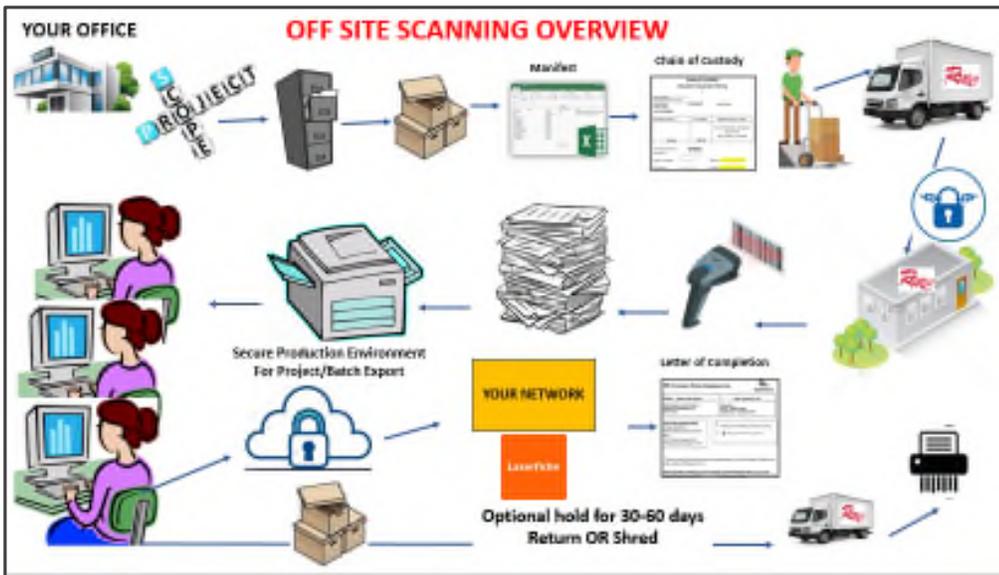
Ray Morgan Company’s outsourced services division provides turn-key services to convert millions of business critical pages in production facilities and with our teams of dedicated professionals. By converting to digital, organizations will retain critical business information indefinitely and it will be secure in your network environment. This will protect the data from theft, water or fire damage. In addition, by converting to digital, clients improve space in office and have an efficient means of locating, searching the contents and parsing out files for customer service or special requirements.

RMC’s services provide turnkey solutions for the conversion of important paper business records and files such as Personnel Records in Human Resources, Student Records, CUME files, Accounting or Vendor Files, Legal Documents and Facility plans to name a few. In addition to paper files/records, Ray Morgan can also convert unique media types to digital such as: microfiche, microfilm, aperture cards, bound lab or year books, periodicals and more.

RMC’s services enable organizations to focus on their core business.

Ray Morgan’s BPO Project Manager provides complete project management. We will work closely with your team to understand and assess your project(s). Researching and working with departments to understand the current structure of files, goals for searching/indexing in a digital world and day forward solutions as to minimize re-creation of paper. Ray Morgan delivers a complete project and financial scope that is reflective of your specific project needs, volumes, structure, file types, media types and any special requirements.

Below is a visual example of general process for Ray Morgan’s approach



RMC services include:

- Project manager to recommend a box catalog/manifest
- RMC barcoded box labels

- Chain of custody document for pick up with specific box count & contents (based on manifest)
- Secure pick-up of documents
- General document preparation: remove staples, clips, move sticky notes, unfold edges...
- Document scanning to replicate the paper files based on business rules in Scope of work
- Optional OCR (Optical Character Recognition) conversion on the images (provides searchable text on images). This will enable staff to search for words within multipage PDF images.
- **QC process:** Scanner monitors for double feeds & poor-quality scans. They remove blank pages, ensure readability and overall accuracy. Index QC: documents are indexed per SOW and visually inspected. Quality levels are tracked by team member. QC from export – Number of files provided in manifest; number of files exported. If additional were found and not on manifest, RMC will add. RMC will also notify client if files are not found during scan process that are listed on manifest.
- Image naming – based on agreed upon SOW
- **Access to images during the conversion process.** Client can assign a specific person that *may* need documents during the conversion. Protocol for requesting file, box etc. will be put in place. Documents will be pulled, scanned and transferred to RMC Secure for specific Client Staff access.
- Secure export/transfer of images. Via RMC Secure site (Client will assign a user for access to these and RMC will create user account with encrypted password for file access/download).
- RMC will work with client to provide a plan to meet specific time frame goals.
- RMC will provide a complete manifest at the end of project with file counts, image counts, file size and the fully named Images
- RMC can provide a document return or destruction options – per request.
- Special project requirements and handling can also be provided

Related Tech: Ray Morgan Company provides Business Process Outsourcing (BPO).

Print and mail fulfillment for critical business documents

Ray Morgan Company (RMC) and Document Fulfillment Services (DFS) provide complete data processing print (as well as suppression) fulfillment for critical mail solutions. We deliver flexibility, security, piece level tracking, electronic variable printing options, intelligent inserting and a variety of USPS mail/presorting services.

Leverage the services, systems and experience that RMC's Documents Fulfillment Services has:

- State of the art software, equipment, and quality control devices to track every document throughout the process.
- The latest technology to perform detail intensive functions for critical mail.
- Integrity for ensuring work is accurate on time and ensure delivery.
- Deliver the best blend of concepts, designs, programs, controls, equipment and personnel to make certain that the process is perfect the first time and every time.
- Work with customers to define their business objectives as it relates to the look and feel of their communications. Once understood, we can apply our knowledge and expertise into the creation of that document and add additional functionality if desired.

Data Processing – Flexibility & Unique output:

Technology Solutions You Can Trust | Shasta Union High School District

Initials: _____

At the core, Ray Morgan’s Document Fulfillment Services is data processing. We offer substantial EDI capabilities, which automates the processing of input data and controls the flow of the data internally as it is processed. This system allows us to accept a variety data formats (PCL, ASCII Text, Flat Text, PDF, PS, TIFF Image, XML, HTML and Metacode) as input.

Once the data is processed, the output can be delivered in any formatted required by the customer, whether it be a standard PDF for print production, raw data (XML) or specialized formatting for returning formatted files to a customer’s document management system and/or client facing portals. RMC is flexible to your requirements and current system capabilities.

Piece Level Tracking & Visibility:

Every job submitted for processing is assigned a work order number. This work order contains the pre-defined specifications of that job which is automatically created when injected into our system. This automation creates consistency and reliability across all jobs processed to maintain the accuracy required in mailing sensitive information on behalf of our customers.

Security & Compliance: Data and your client information is secure!

We support HTTPS, SFTP and email as electronic data transmission protocols. Generally, the input data from our customers is received via SFTP. Our FTP server sits behind our firewall and the FTP server software supports SSH-2 (Secure FTP) connections which encrypt communication for the data transfer to and from DFS. The FTP Server is enabled with use authentication as well as flood and DoS (Denial of Service) Attack Protection. To further ensure file security DFS supports PGP file encryption of any files transmitted between DFS and our customers. DFS has gone to great lengths to ensure data transmitted to DFS is secure. Once data is received, it is encrypted at rest and is only decrypted for processing and printing. SOC 2 TYPE II Certified

Complete Visibility from client portal

The online customer portal is available 24/7 and allows for full automated processing through our system, no matter when the files are uploaded. When a file is received via the customer portal a work order is automatically generated, this work order number travels with the job throughout the entire data processing, printing & mailing process.

Redundancy & Back Up

Production facility (40,000 Sq. Feet) in Sacramento, Ca. is a physically secure and monitored via camera (inside and out) with only key fob entry. All employees are bonded. As a normal part of operations, we continually update services and technology as appropriate. State-of-the-art back-up generator system set up that will eliminate any production down time in the event of a power failure.

Related Tech: RMC’s Managed Print Plus Services

Ray Morgan Company can elevate client’s imaging fleet support by providing on-site device lifecycle management.

- **Strategy and design -Service Area Analysis:** We capture your needs and translate them into innovative solutions using industry leading technology and measured service levels
- **Transition and Implementation Process:** We design and manage the transition and implementation

- **Operations and Best Practices:** We leverage best practices that closely monitor the technology and services provided
- **Employee focus:** We consistently develop and motivate employees to deliver high level service
- **Customer Collaboration:** Consistent service area reviews to monitor and collaborate on your Operations strategy to maintain alignment with your objectives

The Service Delivery Manager (SDM, On Site/Fleet manager) is the primary contact for services for departments supported by the Managed Print Plus Program. The SDM manages the delivery of RMC Services, which includes managing document output devices (printers, copiers, and fax machines) at contracted locations with a focus on:

- Maximizing uptime
- Utilization
- Optimization
- User satisfaction
- Minimizing costs

After ensuring achievement of Service Level Agreements, the SDM is responsible for working with the client to improve business processes through optimization and use of the print devices. The SDM must possess an in-depth understanding of the client's requirements and domain, be IT centric, enabling communication with the Customer IT Department resources. Understands networks and utilize managed document services technology: Communicates account Business Process opportunities to the supporting sales and professional service teams. Assists other support team members in developing, implementing and managing ongoing fleet operations.

1. RMC will work the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
2. Run daily proactive activities in the morning when arriving to work
 - a. Confirm online
 - b. Check for toner alerts
 - c. Check for service alerts
 - d. Check for user requests
3. Check device monitoring que to prioritize the morning activities
4. Start proactive activities and monitor the que threw out the day
5. First level support on MFD and printer equipment to place back in service if possible or to place and manage service calls.
6. Assist with end user spot training per request.
7. Provide Monthly and Quarterly reports
 - a. Meters
 - b. Ticket activity
8. Participate in Monthly and Quarterly Reviews

SECTION IV: INVOICING

Contract Administration & Invoicing Capabilities

All billing and account administration for SUHSD will be handled locally in our Chico office. The result is that the SUHSD will always have a quick response from our friendly staff that will be familiar with the account in order to ensure the best possible customer service experience.



Invoices can be sent via hard copy or electronically based on the SUHSD's billing requirements. Specific machine identifiers (machine IDs) are assigned to each machine. The invoice will include the machine id, serial number, machine model and location. To assist in the SUHSD's internal billing process, a unique department code or accounting code can also be added to the invoice by machine or groups of machine. Based on the type of contract implemented, electronic spreadsheet billing may also be available.

It is RMC's recommendation that there be a standing quarterly meeting between RMC and SUHSD to review device performance, level of service performance, accuracy of

invoicing and any upcoming changes or additions that may occur. While this is not mandatory, it has proven helpful in other installations

Multi-Page Hardcopy - Invoice Billing

Custom spreadsheet billing with .CSV formatting

ABC Company Printer Contract # 12345 Invoice CSIN579126 1/1/09 - 3/31/09 Quarterly Usage												Mail Remittance To 124 Esplanade Chico, CA 95971	
Name	Location & Asset Number	Unit	Machine Model	Serial #	Mesh #	Minic Code	4/1/2008	3/31/2009	Total Pages	Subtotal	Tax	Total Due	
ABC Company - Branch 1	DELAID 051	Asset tag # 10905	HP4000T	102CC07075	28241	0W	200,557	213,710	5,113	\$ 74.14	\$25.02	\$99.16	
ABC Company - Branch 1	TELLER LINE	Asset tag # 20206	HP4000	102A051403	50546	0W	30,775	49,796	11,016	\$ 159.73	\$53.05	\$212.78	
ABC Company - Branch 2	HARTMELL 1 531	Asset tag # 40541	HP4000	102MC17026	22272	0W	400,412	400,896	8,684	\$ 129.34	\$42.28	\$171.62	
ABC Company - Branch 2	HARTMELL 1 531	Asset tag # 27812	HP4100PP	102LV40102	27644	0W	120,336	130,375	10,039	\$ 169.82	\$63.73	\$233.55	
ABC Company - Branch 3	BRANCH 031	Asset tag # 30210	HP 4000T	102V077071	21074	0W	204,721	271,012	8,291	\$ 91.22	\$30.76	\$121.98	
ABC Company - Branch 4	ELECTRONIC BANKING CENTER	Asset tag # 71100	HP4000	102007091	22551	0W	295,195	295,195	-	\$ -	\$5.00	\$5.00	
ABC Company - Branch 4	INFO SYSTEMS 002	Asset tag # 40540	HP4000	102C010304	37272	0W	243,789	246,948	2,160	\$ 31.85	\$10.87	\$42.72	
ABC Company - Branch 4	NCSA HILL	Asset tag # 30349	HP 1000E	102C002010	28184	0W	19,127	19,535	420	\$ 6.21	\$2.09	\$8.30	
ABC Company - Branch 5	MADEIR PLACE 034 471	Asset tag # 00251	HP 4101MFP	102LV40024	51006	0W	126,015	130,732	7,717	\$ 111.88	\$37.73	\$149.61	
ABC Company - Branch 6	BRANCH 131	Asset tag # 30442	HP 4000T	102C000447	28177	0W	109,776	106,616	6,740	\$ 97.86	\$31.62	\$129.48	
ABC Company - Branch 6	BRANCH 131	Asset tag # 20349	HP 4000T	102P04100	28178	0W	211,121	216,695	7,654	\$ 109.53	\$36.93	\$146.46	
ABC Company - Branch 7	HILTOP 131	Asset tag # 50011	HP 4000T	102C04000	27960	0W	262,384	266,197	3,813	\$ 100.52	\$33.99	\$134.51	
ABC Company - Branch 7	HILTOP 131	Asset tag # 00540	HP 4000T	102P000206	24531	0W	454,141	460,114	6,573	\$ 26.51	\$22.14	\$48.65	
ABC Company - Branch 7	HILTOP 001	Asset tag # 00221	HP 4000T	102C131408	27682	0W	109,867	111,271	1,404	\$ 24.42	\$8.23	\$32.65	
ABC Company - Branch 8	LDAM 2005	Asset tag # 10205	HP 4000T	102C152305	43853	0W	39,011	100,332	1,321	\$ 16.15	\$5.46	\$21.61	
ABC Company - Branch 8	New Accounts	Asset tag # 00504	HP 4000T	102P002746	43856	0W	143,189	146,641	5,472	\$ 79.34	\$26.75	\$106.09	
ABC Company - Branch 8	UPSTARS	Asset tag # 30450	HP 4000T	102C000305	43854	0W	36,162	39,288	46	\$ 0.87	\$0.23	\$1.10	
ABC Company - Branch 9	YUBA COPY ROOM 101	Asset tag # 51102	HP4000	102C010001	28242	0W	106,636	200,627	8,991	\$ 130.37	\$43.96	\$174.33	
ABC Company - Branch 9	BEHRE TELLER	Asset tag # 00200	HP4000MFP	102V727404	43841	0W	143,027	193,294	19,267	\$ 220.79	\$74.45	\$295.24	
ABC Company - Branch 10	NEW ACCOUNTS	Asset tag # 71107	HP4000T	102C020004	45302	0W	20,546	20,692	1,120	\$ 45.24	\$15.29	\$60.53	
ABC Company - Branch 11	BEHRE TELLER LINE	Asset tag # 30203	HP4000	102H400077	45303	0W	85,825	74,852	19,487	\$ 152.56	\$51.27	\$203.83	
ABC Company - Branch 11	BRANCH 171	Asset tag # 51404	HP 4000T	102C000310	28156	0W	115,854	121,495	5,629	\$ 81.82	\$27.82	\$109.64	
ABC Company - Branch 12	PATTERSON FROST DESK	Asset tag # 10213	HP 4000T	102P000306	44818	0W	200,675	229,533	6,403	\$ 137.31	\$46.28	\$183.59	
ABC Company - Branch 12	PATTERSON TELLER	Asset tag # 21214	HP 4000T	102C107501	44814	0W	216,725	226,777	10,042	\$ 146.81	\$49.19	\$196.00	
ABC Company - Branch 13	ANDEN FAS	Asset tag # 30210	HP4100PP	102LV44409	21093	0W	97,125	94,594	7,459	\$ 105.16	\$36.47	\$141.63	
ABC Company - Branch 13	BRANCH 111	Asset tag # 51100	HP 4000T	102C100006	21408	0W	179,767	182,371	2,604	\$ 36.51	\$12.24	\$48.75	
ABC Company - Branch 13	CALL CTR	Asset tag # 20204	HP4000	102C000004	45062	0W	416,076	422,348	6,270	\$ 30.82	\$30.86	\$61.68	
ABC Company - Branch 14	BRANCH 111	Asset tag # 30451	HP 4000T	102C000470	24862	0W	386,647	397,377	10,730	\$ 156.59	\$52.45	\$209.04	
ABC Company - Branch 14	CALIFORNIA ST # 111	Asset tag # 00202	HP 4000T	102P000003	24856	0W	246,531	260,613	4,222	\$ 81.22	\$20.64	\$101.86	
ABC Company - Branch 15	LOCATED BY DEL AR	Asset tag # 00209	HP4000MFP	102V740004	53857	0W	58,835	70,683	11,828	\$ 171.51	\$57.83	\$229.34	
ABC Company - Branch 16	BRANCH 131	Asset tag # 41197	HP4100PP	102RGV10400	21497	0W	215,533	223,116	5,583	\$ 130.56	\$46.85	\$177.41	
ABC Company - Branch 17	CHICO MALL 101	Asset tag # 40012	HP 4000T	102C000009	28504	0W	83,326	86,442	3,142	\$ 49.99	\$15.99	\$65.98	
ABC Company - Branch 18	LAKE BLVD 101	Asset tag # 51105	HP 4101MFP	102LV20006	27071	0W	314,085	321,132	19,467	\$ 220.77	\$69.21	\$290.98	
ABC Company - Branch 19	FROST DESK	Asset tag # 30022	HP4000T	102C000075	26510	0W	226,181	237,787	11,606	\$ 160.89	\$56.64	\$217.53	
ABC Company - Branch 19	TELLER	Asset tag # 31070	HP4000T	102C000028	26211	0W	178,822	186,726	7,916	\$ 146.81	\$30.71	\$177.52	
ABC Company - Branch 20	BEHRE TELLER LINE	Asset tag # 51000	HP4000T	102H350004	45311	0W	51,536	57,565	6,047	\$ 87.88	\$28.56	\$116.44	
ABC Company - Branch 20	New Accounts	Asset tag # 00203	HP4000T	102H400076	45311	0W	39,549	34,424	5,405	\$ 79.53	\$26.82	\$106.35	
TOTALS									\$ 3,726.89	\$1,259.89		\$4,986.78	

CLOSING STATEMENT

Initials: _____

In closing, we would like to thank the Shasta Unified High School District evaluation staff for the opportunity to propose our solutions and compete for your business. We feel that your decision to offer the utilization of this resulting contract to other government entities throughout California is a positive for the entire state.

6. NET PROMOTER SCORE



Measuring Customer Satisfaction

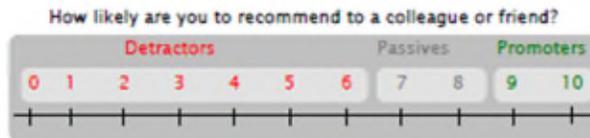
Many companies claim that they have the "Best service in the business" but few even have a way to measure how happy customers are. Here at Ray Morgan Company - RMC we have a system that allows us to capture feedback after every service call. We use the Net Promoter Score system www.netpromoter.com

The average N. American company has a Net Promoter Score® of 30.

Some well-loved companies reach scores into the 70s and 80s

NPS® Leaders - N. America 2019		
Company		NPS
Nordstrom		79
USAA		77
Costco		75
Ritz Carlton		72
JetBlue		67
Apple		67

NPS scores published by Satmetrix Systems



$$\text{NPS}^{\circledR} = \text{\% of PROMOTERS (9s and 10s)} - \text{\% of DETRACTORS (0 through 6)}$$

90.15 = 248 (93.94%) - 10 (-3.79%)



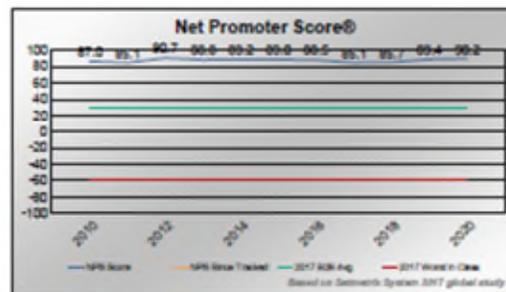
$$\text{NPS}^{\circledR} = \text{\% of PROMOTERS (9s and 10s)} - \text{\% of DETRACTORS (0 through 6)}$$

90.99% = 25494 (90.99%) - 929 (-3.32%)

The Net Promoter Score (NPS)®, is a straightforward loyalty metric that holds companies and employees accountable for how they treat customers. It is both a loyalty metric and a discipline for using customer feedback to fuel profitable growth in your business. Employees at all levels of the organization understand it, opening doors to customer centric change and improved performance.



Data Collection and NPS® Verification powered by CEO Juice Inc.



Ray Morgan Company - RMC | 3131 Esplanade, Chico, CA 95973 | 530.343.6065

*Ranking among US and Canada copier dealers using the NPS® system provided by CEO Juice.

™ Net Promoter, NPS, and Net Promoter Score are trademarks of Satmetrix Systems, Inc., Bain & Company, and Fred Reichheld

7. CUSTOM BILLING SAMPLE

Contract Number	Name	Address	Office Location	Purchase Order#	Model	Serial #	Mech ID	Install Date	Meter Code	Beginning 6/30/2012	Ending 6/30/2012	Total # of Copies	Copy Allowance	Rate	Meter Subtotal	Base Subtotal	Tax	Total Due
ABCCF	SAMPLE CUSTOMER	1101 E. UNIVERSITY AVE	EMPLOYMENT RESOURCE CENTER	E3282234	RR C2880	JUJ07762	47015	6/1/12	6V/2	22,006	59,453	36,457		0.017	618.12	327.00	26.45	965.57
ABCCF	SAMPLE CUSTOMER	1101 E. UNIVERSITY AVE	EMPLOYMENT RESOURCE CENTER	E3282234	RR C2880	JUJ07762	47015	6/1/12	CL/2	705	1,177	424		0.096	40.28		1.13	41.41
ABCCF	SAMPLE CUSTOMER	1101 E. UNIVERSITY AVE	STATE COLLEGE ACTIVITIES OFF	E3282234	RR C2880	JUJ07762	48000	6/1/12	6V/2	12,214	13,398	3,122		0.017	52.78	254.55	3.41	418.74
ABCCF	SAMPLE CUSTOMER	1101 E. UNIVERSITY AVE	TECH & MATH BLD T-100	E3281869	RR C6870J	S2718168	48269	6/1/12	6V/2	138,265	204,062	76,177		0.017	1280.63	485.00	48.55	1816.18
ABCCF	SAMPLE CUSTOMER	1101 E. UNIVERSITY AVE	THEATER ARTS RM-TA103	E3281869	RR C4880	TP001769	48269	6/1/12	6V/2	71,562	114,795	43,213		0.096	102.70	2.88	105.58	
ABCCF	SAMPLE CUSTOMER	1101 E. UNIVERSITY AVE	THEATER ARTS RM-TA103	E3282234	RR C4880	TP001769	48269	6/1/12	CL/2	352	340	8		0.096	0.76		0.20	0.78
ABCCF	SAMPLE CUSTOMER	1101 E. UNIVERSITY AVE	THEATER ARTS RM-TA103	E3282234	RR C4880	TP001769	48269	6/1/12	CL/2	1,695	1,695	31		0.096	1.61	528.00	1.86	189.71
ABCCF	SAMPLE CUSTOMER	1101 E. UNIVERSITY AVE	CHILD DEVELOPMENT CTR	E3282228	RR C3380	TP003866	48847	6/1/12	6V/2	18,782	25,403	6,621		0.017	111.89	261.00	10.48	383.36
ABCCF	SAMPLE CUSTOMER	1525 E. WELDON	STUDENT SERVICES	E3286973	RR 6099	MA501288	48407	6/1/12	6V/2	128,357	189,406	52,019		0.017	873.75	396.00	35.77	1310.89
ABCCF	SAMPLE CUSTOMER	1918 N. CALAVERAS	POUCCO DEPARTMENT	E3281869	RR C2880	JUJ07762	48540	6/1/12	6V/2	11,940	23,363	11,413		0.096	112.80	254.00	1.38	488.18
ABCCF	SAMPLE CUSTOMER	1918 N. CALAVERAS	DISTRICT OPERATIONS	E3281869	RR C3380	TP003662	48338	6/1/12	6V/2	20,529	37,856	17,227		0.017	292.83	261.00	15.53	669.36
ABCCF	SAMPLE CUSTOMER	1918 N. CALAVERAS	DISTRICT OPERATIONS	E3281869	RR C3380	TP003662	48338	6/1/12	CL/2	609	814	305		0.096	28.98		0.81	29.79
ABCCF	SAMPLE CUSTOMER	2800 E. MINNIDALE	TECH CENTER STAFF LOUNGE	E3282233	RR C4880	TP002258	48260	6/1/12	6V/2	29,843	68,677	39,884		0.017	678.66	425.00	30.58	1121.25
ABCCF	SAMPLE CUSTOMER	380 W. PARK ST	MAILROOM #18	E3281774	RR 3048	SWR07841	48248	6/1/12	6V/2	1,127.2	243,340	25,899		0.096	85.00	254.00	2.38	87.45
ABCCF	SAMPLE CUSTOMER								6V/2	21,272	243,340	25,899		0.017	358.83	3,385.00	214.89	10,438.93

Mail Remittance To
 Ray Morgan Company
 1101 E. University Ave
 Chico, CA 95973

Sample Customer Name
 Invoice: 29304
 Invoice Date: 6-3-2012
 Invoice Due: 6-12-2012
 For period: 6-1-2012 to 6-30-2012



*Note - Purchase Order/Serial may be used for a PO, accounting code, cost number or any other unique identifier.

Initials: _____



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: November 12, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Greg Thompson, Deputy City Manager/Community Development Director
SUBJECT: **Authorizing A Financial Assistance Application with the State Water Resources Control Board for the Evergreen Mobile Home Project** (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3505-24 authorizing the City Manager or his designee to execute all agreements/documents related to the Evergreen Mobile Home Financial Assistance Application.

I. BACKGROUND/ANALYSIS:

Evergreen Mobile Home Park is located at 6357 Shaffer Road in Winton, California. It is a mobile home park with approximately 7 residential units. The mobile home park currently has its own water system that has one well that serves the residential units on site. The well currently has detections above the maximum contaminant level (MCL) of 1,2,3-Trichloropropane (TCP). Since this is a mobile home park, it is considered a community water system, and falls under the regulations of the State Water Resources Control Board.

Self-Help Enterprises is a nationally recognized community development organization whose mission is to work together with low-income families to build and sustain healthy homes and communities. The State Water Resources Control Board reached out to Self-Help to assist with determining whether the mobile home park could install treatment for TCP. Self-Help also evaluated whether the mobile home park could afford to maintain the cost of treatment for TCP. It was determined that the cost of treating the water for the mobile home park to safe drinking water standards was going to be too burdensome for the mobile home park, so the State Water Resources Control Board and Self-Help reached out to surrounding water systems, including the City of Atwater, Winton Water and Sanitary District, and others. After analysis, it was determined that the City of Atwater's water system was the closest water system to the mobile home park, and would be the lowest construction cost to deliver safe and clean drinking water.

The State Water Resources Control Board and Self-Help reached out to the City staff to see if Atwater would be willing to serve water to the mobile home community. The state would fully fund the project, from environmental, to design, permitting, and construction. Staff were open to this idea, even though the mobile home park is not currently in the city limits or the sphere of influence. There are two reasons for this. First, the staff is aligned with the state that everyone should receive clean and safe drinking water, and second, the project would build a 12" water main along Shaffer Road, north of Sante Fe. This water main would extend past parcels that are projected to be included in the new sphere of influence for the city, and it will promote future development on these parcels, since the cost of development will not have to include constructing a water main under a railroad crossing and also extending the water main from the city limits to the new sphere of influence.

Even though this project will be taking place in the County of Merced, the City of Atwater will be the lead agency. This is because of grant funding, the mobile home park is not eligible for the grant funding and the extension of the water main is considered growth inducing in terms of CEQA. The state has already hired a consultant to perform the environmental analysis for this project as well as the design for this project. The County of Merced will have to be involved, since work will be taking place in their right of way, and the mobile home park is located currently in their jurisdiction. This project is anticipated to take around 12–15 months before it is completed.

II. FISCAL IMPACTS:

There are no expected fiscal impacts for the grant application. The State Water Resources Control Board is expected to fully fund the application and the project.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This project is consistent with goal number one (1) of the City's 2020-2025 Strategic Plan: to ensure the City's continued financial stability.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This report will be routed to all necessary departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City

Council action.

VIII. ENVIRONMENTAL REVIEW:

This project is currently under an environmental review. Staff will come back with the findings once the review is completed.

IX. STEPS FOLLOWING APPROVAL:

Authorize the City Manager to execute and the City Clerk certifying the authorizing resolution.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. RSO Authorizing a Financial Assistance Application with the State Water Resources Control Board for the Evergreen Mobile Home Project
2. dwsrf-application-general
3. h3-dwsrf-application-const-technical
4. h4_dwsrf_application_const_environmental
5. h5-dwsrf-application-const-financial



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER AUTHORIZING AND
DIRECTING THE CITY MANAGER TO EXECUTE
FINANCIAL ASSISTANCE APPLICATION OR
DOCUMENTS REQUIRED FOR EVERGREEN
MOBILE HOME PROJECT**

WHEREAS, the City of Atwater is eligible to receive State funding for certain projects; and

WHEREAS, the City of Atwater was approved to receive state funding for the Evergreen Mobile Home Project; and

WHEREAS, the City of Atwater will be considered the lead agency for this project; and

WHEREAS, the City of Atwater is not anticipated to have any cost for the completion of the Evergreen Mobile Home Project; and

WHEREAS, an authorizing resolution identifying the official authorized to execute agreements or documents on behalf of the City must be attached to the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater that the City Manager, or his designee, is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Evergreen Mobile Home Project

The Authorized Representative, or his designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

The foregoing resolution is hereby adopted this 12th day of Novemeber 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



STATE WATER RESOURCES CONTROL BOARD
Division of Financial Assistance
P. O. Box 944212, Sacramento, CA 94244-2120

GENERAL INFORMATION PACKAGE

The General Application and attachments may be submitted in one of three ways. Applicants are encouraged to utilize the Financial Assistance Application Submittal Tool (FAAST) to streamline the application submittal and review process, but if that will create a hardship, email or mail can be utilized instead:

- 1.) Apply online via the FAAST: <https://faast.waterboards.ca.gov>

To submit a DWSRF Application in FAAST, you must complete all the tabs in FAAST and attach (at minimum) the General Information Package. (Note: Once the DWSRF Application has been uploaded, you must still complete the application by clicking on the “Submit” button.) Once the DWSRF Application is submitted in FAAST, a project manager will be assigned to help the applicant complete the application process.

To submit additional documents for the same project, **do not** start a new application. Instead, click on the Submitted Applications link on the Main Menu and choose the project from the list of previously submitted applications. Open the Attachments tab, and then the Post-Submission sub-tab. Choose a document from the Attachment Category dropdown list and then select the file to upload. The project manager will receive an email notification letting them know you have submitted additional information for review.

If you need assistance, you can also contact the FAAST Help Desk, which is staffed Monday through Friday 8am through 5pm, at 1-866-434-1083 or FAAST_ADMIN@waterboards.ca.gov.

- 2.) To submit a DWSRF Application via email, please use the following email address:

DrinkingWaterSRF@waterboards.ca.gov

- 3.) To submit a DWSRF Application via mail, please use the following address:

State Water Resources Control Board
Division of Financial Assistance
P.O. Box 944212
Sacramento, CA 94244-2120

General Application Instructions

Check the box to indicate the type of project (planning or construction) needing financial assistance.

Section I - Applicant Information

Applicant Name – Enter the entity that will be the legal signatory to a financing agreement.

Street Address, City, State, Zip – Enter the applicant's physical street address. The Zip+4 Code can be found at <https://tools.usps.com/go/ZipLookupAction>.

Mailing Address, City, State, Zip – Enter the applicant's mailing address, if different from the street address.

Applicant Total Population – Enter the total applicant service area population.

Applicant Total Number of Service Connections – Provide the total number of active service connections that are currently and directly served by the water system. This includes all residential, industrial, commercial, and other connections.

Current year median household income (MHI) – Enter the current year median household income of the applicant or project service area. An official MHI Determination will be conducted during the review of this General Application Package.

Congressional District(s) – Enter the Congressional district(s) where the project will be physically located. If the project will span multiple Congressional Districts (i.e., a pipeline project), list all affected districts. A map of California Congressional Districts can be found at <https://www.house.gov/representatives/find-your-representative>.

State Senate District(s) & State Assembly District(s) – Enter the State Senate district(s) and State Assembly district(s) where the project will be physically located. Refer to <http://findyourrep.legislature.ca.gov/>.

Unique Entity Identifier (UEI) No. – This number is required to receive a financial assistance agreement. If the applicant does not have a UEI number, more information is available at <https://sam.gov/content/entity-registration>.

Federal Tax ID No. – Enter the Federal tax identification number of the applicant.

Authorized Representative Name, Title – Identify the person who has the authority to represent the applicant and sign documents pertaining to the funding application. If the applicant is a public agency or has a governing board, the application must include a copy of a resolution adopted by the governing body designating its authorized representative and authorizing the submission of an application. If the applicant does not have a governing board, then it must provide documentation supporting the authorization of the authorized representative. It is advisable to designate the title of the position authorized to sign and submit an application rather than naming a specific person. The funding application must be signed by the authorized representative.

Auth. Rep. Phone & Email - Enter the authorized representative's telephone number and email address.

Contact Person Name – Enter the name of the person who is the day-to-day contact for the project. This

person should be able to answer general questions about the project and application.

Contact Person Phone & Email – Enter the contact person’s telephone number and email.

Local Counsel Name – Enter the name of the applicant’s general counsel. Borrowers with existing bond debt will also need to provide contact information for bond counsel.

Local Counsel Phone & Email – Enter the local counsel’s telephone number and email.

Section II - Project Information and Proposed Schedules

Project Title – Enter the title or name of the project. This name should match that on the CEQA documents, resolution, and any other existing documents.

Project Description and Objectives – Provide a brief description of the project and its objectives.

Current Status of Plans and Specifications – Provide the current status in percent complete.

Amount of Financial Assistance Requested – Provide the amount of financial assistance requested.

Total Project Cost (If More Than the Amount of Assistance Requested) – Provide the total project cost.

Water Supply Permit Number – Enter permit number and attach a copy of the water supply permit, along with any enforcement orders (label as **Attachment G1**).

Population Served by Project – Enter the population served by the Project.

Estimated Project Schedule – Provide an estimated or actual date for the following:

- Adopt Environmental Documents
- 100% Plans & Specifications
- Start of Construction/Implementation
- Complete Construction/Implementation

Consultation with Other Agencies – Provide the following:

- Name of other federal or state agencies involved in this project (e.g. planning, CEQA/NEPA consultation, funding, etc.)
- Contact information for the named agencies
- Brief descriptions of the status of these consultations

Partnering Agencies – Provide the name and contact information of all other agencies that have an interest in the project, their contact information if known, and brief description of their roles.

Other Funding Sources – Provide a list of other funding sources for this project. Include the amount and an estimate date on which the funding will be available.

Section III – Managerial Information

Classification of Water System – Check the box that represents your type of system. If you are unsure of the classification of your system, refer to the system’s domestic water supply permit or refer to the *Decision Tree for Classification of Water Systems* flow chart located at

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/docs/class_dec_tree.pdf.

Ownership and Organization of the Water System – Check the box(es) that corresponds to the ownership of your water system.

Municipalities – If the Applicant is a Municipality, indicate if the Applicant is a Charter City.

Privately-owned entities - Non-community water systems are only eligible for DWSRF funding if they qualify as a non-profit entity. Non-profit owners of non-community water systems must include the appropriate IRS non-profit ID number and Tax-Exempt Status form IRS 501(c).

Privately owned systems must include a copy of the fictitious name statement, if they are operated under a name that is different than their owner's legal name, and must provide a copy of their owner's organizational documents, and federal tax returns or other financial document (label as **Attachment G2**).

The following is a list of organizational and financial documents for different types of for-profit or non-profit private water systems:

Limited Liability Company

- Applicable federal tax return for the last 3 years (e.g., Form 1040 (sole proprietor), Form 1065 (partnership), or Form 1120 (corporation))
- Articles of Organization, with all amendments, certified by Secretary of State (CA)
- Executed Operating Agreement
- Fictitious Business Name (FBN) Statement (if using any name other than the exact name that is on record with the Secretary of State's Office)
- Secretary of State Entity/File Number

Partnership

- Partnership Agreement(s)
- Statement of Partnership Authority (Form GP-1), filed with Secretary of State
- Federal tax return for the last 3 years (e.g., Form 1065)
- Majority owner's last three years of personal tax returns
- Fictitious Business Name (FBN) Statement (if using a name that does not include the surname of each general partner or a name that suggests the existence of additional owners such as "Company," "& Company," "& Son," "& Sons," "& Associates," "Brothers," and the like)

For-Profit Corporation

- Articles of Incorporation, with all amendments, certified by Secretary of State (CA)
- Bylaws
- Fictitious Business Name (FBN) Statement (if using any name other than the exact name that is on record with the Secretary of State's Office)
- Federal tax return for the last 3 years (e.g., Form 1120 (C-Corp) or Form 1120S (S-Corp))

Non-Profit Corporation

- Articles of Incorporation, with all amendments, certified by Secretary of State (CA)
- Bylaws
- IRS Tax Exempt Determination IRS 501(c)
- Latest Annual Report filed with the California Registry of Charitable Trusts
- Filed Fictitious Business Name Certificate (DBA) (if applicable)
- Federal tax return of organization exempt from income tax Form 990 – most recent 3 years

Sole Proprietorship

- Filed Fictitious Business Name (FBN) Statement (if using any name that does not include the last

- name (surname) of the owner, or which implies additional owners)
- Federal tax return Form 1040, including schedules – most recent 3 years

Trusts

- Trust or Certification of Trust, signed by all currently acting trustees – discuss with DFA prior to submitting
- For revocable trust, federal tax return of grantor Form 1040, including schedules – most recent 3 years
- For irrevocable trust, Form 1041 – most recent 3 years

Corporations, LLCs, and Partnerships – If your water system is a Corporation (e.g. mutual water company; incorporated homeowners association), Limited Liability Company, or Partnership, list your water system's California Secretary of State Entity Number as well as your water system's filing status with the California Secretary of State. Information relating to a Corporation's, Limited Liability Company's, or Partnership's filings with the Secretary of State can be found at the following website: <https://sos.ca.gov/business- programs/business-entities/>.

Does the California Public Utility Commission (CPUC) regulate your system? – Indicate whether your water system is regulated by the CPUC. Include (1) the CPUC resolution that authorized acquisition/construction/extension of your system; (2) the most recent annual report filed with the CPUC; (3) the most recent general rate case documents; (4) CPUC audit reports, if any; and (5) a list of all actions or matters associated with your system that are currently pending before the CPUC, as well as all filings associated with those actions or matters. Water systems regulated by the CPUC must submit any required CPUC approval or notification to enter into a funding agreement for DWSRF financing. (label as **Attachment G3**)

Names, titles and duties of key officers or decision-making personnel – Provide the name, title, and duties of key officers or decision-making personnel of the water system. Submit an organization chart showing the names, titles, and the reporting relationship of all key persons involved with the operation of the water system. The organization chart does not need to describe all personnel employed by the system, only those persons that have primary responsibilities for making decisions that affect the operation of the water system. Submit an organizational chart showing parent, subsidiary, or otherwise affiliated entity structures, or submit a certification that there are none (label as **Attachment G4**).

Is there any pending litigation, sale of system property, or audit/investigation? – Indicate if there is any litigation, sale of system property, or audit/investigation pending with respect to the water system's assets or water rights or relative to the operation of the water system or the proposed project. Litigation or audits/investigations involving operators, officers, and decision-making personnel should be included. If yes, submit a description of the matter and potential costs or liabilities, (label as **Attachment G5**).

Is the applicant leasing land or major water system facilities? – Indicate if the applicant is leasing land or **any** major water system facilities. If yes, describe the terms of the lease and submit a copy of the lease agreement (label as **Attachment G6**). If the lease is critical to the location or operation of the proposed project facilities, the term of the lease is expected to extend through the useful life of the project and cannot be shorter than the loan repayment period of the DWSRF financing.

Include a general map of the service area/boundaries – The map must include service boundaries, and existing source(s), storage, treatment, and distribution system. (label as **Attachment G7**)

Does the applicant have a contract with a private firm or another agency? – Indicate if the applicant has a

contract with a private firm or another agency for the operation of the facility to be financed. If yes, indicate the name of the firm or agency and term (in years) of the agreement and submit a copy of the agreement (label as **Attachment G8**).

Prior to the State Water Board’s approval of the project, specific water conservation and urban water management requirements must be achieved.

1. Urban Water Suppliers – Urban Water Suppliers (defined as a water supplier, either publicly or privately owned, that directly or indirectly provides potable municipal water to more than 3,000 customers or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes) must submit proof of Urban Water Management Plan (UWMP) submittals to the Department of Water Resources (label as **Attachment G9**):
2. Certification for Compliance with Water Metering Form – Water Code section 529.5 requires urban water purveyors to meet metering requirements. If you are an urban water supplier (i.e., supply to more than 3,000 customers or supplying more than 3,000 acre-feet annually), you must comply with this requirement. Please consult with your legal counsel and review section 529.5 of the Water Code before completing this certification (**Attachment G10**).

Potential Flags – To avoid potential delays later in the application process, it is required that the applicant complete and submit this worksheet to alert the Division staff of any issues that may potentially affect the application review. (**Attachment G11**)

Authorized Representative Resolution/Ordinance – (for use by publicly owned entities): Submit this attachment here only if not submitting the Financial Security Package. This resolution or ordinance designates the Authorized Representative(s) for the project, who will have the authority to sign and submit the DWSRF application materials, certify compliance with applicable state and federal laws, execute the financial assistance agreement and amendments, and certify disbursement requests.

- To minimize the potential for problems, use of the exact language in the template resolution is recommended.
- Enter the title of the Authorized Representative, NOT a person’s name.
- Do not modify the words financing or financial assistance to other terms such as “loan”, “grant”, or “principal forgiveness”. Use of these terms may create legal complications; the terms “financing” and “financial assistance” are broad enough to be applicable to all of the above. (**Attachment G12**)

Corporate Resolution to Apply, Borrow and Grant Security (for use by private applicants) – This resolution designates the Authorized Representative(s) for the project, who will have the authority to sign and submit the DWSRF application materials, certify compliance with applicable state and federal laws, execute the financial assistance agreement and amendments, certify disbursement requests, grant security interest, and authorize State Water Resources Control Board to perform any acts necessary to perfect security.

- To minimize the potential for problems, use of the exact language in the template resolution is recommended.
- Enter the title of the Authorized Representative, NOT a person’s name. (**Attachment G13**)

Other Entity Type – If you are a limited partnership, general partnership, trust, or sole proprietor identify your authority for designating an Authorized Representative and include relevant governance documents that provide for that authority. If you are a trust, include the Trust or Certification of Trust. (**Attachment G14**)

Payee Data Record, STD 204 (for use by private applicants) – Complete and submit this attachment located at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. (**Attachment G15**)

Government Agency Taxpayer ID Form (for use by public applicants) – Complete and submit this attachment located at: <https://business.ca.gov/wp-content/uploads/2021/09/Government-Agency-Taxpayer-ID-Form-1.pdf>. (**Attachment G16**)

Section IV – Attachments

- G1** – Water Supply Permit and Enforcement Orders
- G2** – Ownership Documentation, for private entities
- G3** – CPUC Documentation (if applicable)
- G4** – Organization Chart (if applicable)
- G5** – Pending Litigation, Sale, or Audit/Investigation (if applicable)
- G6** – Lease Agreement (if applicable)
- G7** – Service Area Map
- G8** – Operating Agreement (if applicable)
- G9** – Urban Water Supplier Conservation Document (if applicable)
- G10** – Certification for Compliance with Water Metering Form
- G11** – Potential DWSRF Flags Worksheet
- G12** – Authorized Representative Resolution/Ordinance (publicly owned entities)
- G13** – Corporate Resolution (for private entities)
- G14** – Other Entity Type
- G15** – Payee Data Record, STD 204 (for private entities)
- G16** – Government Agency Taxpayer ID Form (publicly owned entities)

Certification and Signature of Authorized Representative

- ✓ Print the name and title of the authorized representative.
- ✓ Sign and date the application.

General Application Package

PLANNING

CONSTRUCTION

I. APPLICANT INFORMATION			
Applicant Name:			
Street Address:	City:	State:	Zip+4 Code:
Mailing Address:	City:	State:	Zip+4 Code:
Applicant Total Population:			
Applicant Total Number of Service Connections: Residential:		Commercial:	
Industrial:		Other:	
Current year median household income (MHI):			
Congressional District(s):			
State Senate District(s):			
State Assembly District(s):			
Data Universal Numbering System (DUNS) No.:		Federal Tax ID No.:	
Authorized Representative Name:		Title:	
Phone No.:		Email Address:	
Contact Person Name:			
Phone No.:		Email Address:	
Local Counsel Name:			
Phone No.:		Email Address:	
II. PROJECT INFORMATION AND PROPOSED SCHEDULE			
Project Title:			
Project Description and Objectives:			
Current Status of Plans & Specifications, Percent (%):			
Estimated Amount of Financial Assistance Requested:			
Total Project Cost (If More Than the Amount of Assistance Requested):			
Water Supply Permit Number (Attachment G1):			

Population Served by Project:	
<p>Currently Estimated Project Schedule:</p> <p>Adopt Environmental Documents:</p> <p>100% Plans & Specifications:</p> <p>Start of Construction/Implementation:</p> <p>Complete Construction/Implementation:</p>	Estimated or Actual Date
<p>Consultation with Other Agencies</p> <p>Please list other federal and state agencies that have been involved in this project (e.g. planning, CEQA/NEPA consultation, funding, etc.), their contact information if known, and estimated dates for resolution of any issues.</p>	
<p>Partnering Agencies</p> <p>Please list all other agencies that have an interest in this project, their contact information if known, and brief descriptions of their roles.</p>	
<p>Other Funding Sources</p> <p>List any other funding sources for this project, along with the amount of additional funding and date of availability</p>	
III. MANAGERIAL INFORMATION	
<p>Classification of Water System:</p> <p><input type="checkbox"/> Community <input type="checkbox"/> Non-transient non-community <input type="checkbox"/> Transient non-community</p> <p><input type="checkbox"/> Not currently classified as a public water system</p>	

Indicate the Ownership of the Water System (check all that apply):

- Include the ownership documentation (See instructions for further information) (label as **Attachment G2**)

Public Ownership

- Municipality County Agency Special District State Agency
- Public School Other:

Private Ownership

- Corporation Limited Liability Company Partnership Sole Proprietorship Non-profit Organization Other:

- If the water system is privately-owned, indicate the name and title of the individual with authority to engage the water system in a DWSRF financing agreement. Click or tap here to enter text.
- If the Water System is a Municipality, is the Water System a Charter City? Yes No
- If the Water System is a Corporation, Limited Liability Company, or Partnership, complete the following:
 - A. California Secretary of State Entity Number:
 - B. Status with California Secretary of State:
Active Suspended Forfeited Dissolved

Is the Water System regulated by the California Public Utilities Commission (CPUC)? Yes No

If **yes**, the Water System must obtain CPUC approval. Attach the documentation identified in the Application instructions (label as **Attachment G3**).

List the names, titles and duties of key officers and attach an organization chart providing this information.

List the names and affiliation of all parent, subsidiary, or otherwise affiliated entities and attach a chart providing this information. If none, indicate that here. N/A (label as **Attachment G4**)

Is there any litigation, sale, or audit/investigation pending relative to the operation of the water system or the proposed project or key personnel or officers?

- Yes No

If **yes**, attach a description of the litigation and the potential costs (label as **Attachment G5**).

Is the Water System leasing land or major water system facilities? Yes No

If **yes**, describe the terms of the lease or attach a copy of the lease agreement (label as **Attachment G6**). (NOTE: If the lease is critical to the location or operation of the proposed project facilities, the term of the lease should be as long as the useful life of the proposed project facilities and cannot be shorter than the loan repayment period.)

Include a general map of the service area/boundaries (label as **Attachment G7**):

[For Construction Projects Only] Does the Water System have a contract with a private firm or another agency for the operation of the facility to be financed? Yes No

If **yes**, provide the name of the firm or agency and term (in years) of the agreement and attach a copy of the agreement (label as **Attachment G8**)

Water Conservation

1. Are you an urban water supplier as defined in Water Code Section 10617?

YES NO

If **yes**, submit a copy of your Urban Water Management Plan per Water Code Section 10653 (Label as **Attachment G9**).

2. Attach Certification for Compliance with Water Metering Form (label as **Attachment G10**).

IV. ATTACHMENTS

<input type="checkbox"/>	G1 – Water Supply Permit and Enforcement Orders
<input type="checkbox"/>	G2 – Ownership Documentation
<input type="checkbox"/>	G3 – CPUC Documentation (if applicable)
<input type="checkbox"/>	G4 – Organization Chart(s) (if applicable)
<input type="checkbox"/>	G5 – Pending Litigation, Sale, or Audit/Investigation (if applicable)
<input type="checkbox"/>	G6 – Lease Agreement (if applicable)
<input type="checkbox"/>	G7 – Service Area Map
<input type="checkbox"/>	G8 – Operating Agreement
<input type="checkbox"/>	G9 – Urban Water Supplier Conservation Document (if applicable)
<input type="checkbox"/>	G10 – Certification for Compliance with Water Metering Form
<input type="checkbox"/>	G11 – Potential DWSRF Flags Worksheet
<input type="checkbox"/>	G12 – Authorized Representative Resolution/Ordinance (publicly owned entities)
<input type="checkbox"/>	G13 – Corporate Resolution (for private entities)
<input type="checkbox"/>	G14 – Other Entity Type

CERTIFICATION AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that I am authorized to submit this application; the information provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant; and the entity possesses the legal authority to apply for the financing and enter into a financing agreement with the State Water Resources Control Board and to finance and construct the proposed facilities.

Name of Authorized Representative:

Title:

Signature of Authorized Representative:

Date:

CERTIFICATION FOR COMPLIANCE WITH WATER METERING REQUIREMENTS FOR FUNDING APPLICATIONS



Funding Agency Name:	State Water Resources Control Board
Funding Program Name:	Drinking Water State Revolving Fund
Applicant (Agency Name):	

Please check one of the boxes below and sign and date this form.

- As the authorized representative for the applicant agency, I certify under penalty of perjury that the agency is not an urban water supplier, as that term is understood pursuant to the provisions of section 529.5 of the Water Code, and that the applicant agency is in compliance with Water Code, section 525, requiring a suitable water meter to be installed as a condition of new water service.
- As the authorized representative for the applicant agency, I certify under penalty of perjury that the applicant agency has fully complied with the provisions of Division 1, Chapter 8, Article 3.5 of the California Water Code (sections 525 through 529.7 inclusive), as applicable and that the ordinances, rules, or regulations submitted with this certification as listed below have been duly adopted and are in effect as of this date.

I understand that the Funding Agency will rely on this signed certification in order to approve funding and that false and/or inaccurate representations in this Certification Statement may result in loss of all funds awarded to the applicant for its project. Additionally, for the aforementioned reasons, the Funding Agency may withhold disbursement of project funds, and/or pursue any other applicable legal remedy.

Name of Authorized Representative: _____	Title: _____
Signature of Authorized Representative: _____	Date: _____



Drinking Water State Revolving Fund (DWSRF) Program Potential DWSRF **Flags** Worksheet

To avoid potential delays later in your DWSRF application process, we recommend you review the following list of questions and statements, and place a check (✓) beside each question or statement where your answer is “yes” or “true”.

If you answer “yes” or “true” to any of the questions or statements on this worksheet, we recommend that you discuss the specifics of your answers with the State Water Board, Division of Financial Assistance staff at your earliest opportunity so we can identify issues up front that may require supplementary information or additional review time. Although it is not a required application attachment, we recommend you submit this worksheet with your “General Information Package”.

Applicant (Entity) Name

Project Title:

Contact Person:

Phone:

✓ if Yes or True	<u>LEGAL</u> Question / Statement
	1.a. If you anticipate grant-only funding, after reviewing and discussing with your attorney(s), do you have any concerns regarding your ability to comply with the Exhibit C Standard Terms and Conditions used for all DFA funding agreements? Terms and conditions: https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html 1. b. If you anticipate repayable financing from the Board (i.e., a loan), after reviewing and discussing the form of agreement and forms of opinion of counsel, do you have any concerns regarding your ability to comply with the Board’s standard terms and conditions or provide opinion(s) of counsel?
	2. Is there doubt about whether your governing statutes allow you to finance your project through the DWSRF?
	3. Is there existing or pending litigation with respect to your system’s assets, water rights, or regarding the source of repayment or implementation of the project?
	4. Are there any existing or pending inquiries or investigations of your agency, members of the board of directors, or key management by outside entities, for example, the Grand Jury?
	5. Was there a significant level of protests during the most recent rate setting process?
	6. Is there an existing or pending rate rollback initiative on an upcoming ballot, or are there any efforts within the community to initiate a rate rollback? Have rates been rolled back in the past due to a voter initiative?
	7. Has there been or is there currently significant disagreement within the community about the project?
	8. Will the project involve a public-private partnership?



Drinking Water State Revolving Fund (DWSRF) Program Potential DWSRF **Flags** Worksheet

	9. Are you a small community or a dependent special district anticipating that some or all of your financial assistance will be a repayable loan?
	10. Are you a State agency, a Native American Tribe, a federal entity, or a non-governmental entity?
	11. Are you a Joint Powers Authority or are there agreements with other entities related to the project?
	12. Do you need to purchase or otherwise obtain legal access rights to the project property for the term of the financing to implement the project?
	13. Are you not the owner of all of the system's property?
	14. Are there liens on any of the system's property?
	15. Do your property rights for any of the property needed for the Project extend for less than 33 years from the date of the application or are subject to revocation?
	16. Does the application include the purchase of land or other assets?
	17. Do you expect to use eminent domain so that you can implement your project?
	18. If you are a private entity, are you not in good standing with the California Secretary of State and the Franchise Tax Board?
	19. If you are a private entity, are you domiciled and registered outside of California?



Drinking Water State Revolving Fund (DWSRF) Program Potential DWSRF **Flags** Worksheet

✓ if Yes or True	<u>TECHNICAL</u> Question / Statement
	1. Do you anticipate that the plans & specifications will be out for bids within the next 6 to 12 months (i.e., likely before receiving an executed financing agreement)?
	2. The project bidding is complete, but the specifications did not include the Build America, Buy America (BABA), the American Iron and Steel, Disadvantaged Business Enterprises, or Davis-Bacon requirements.
	3. You are an urban water supplier and your project is a water management project as defined by Water Code section 10631 (AB 1420). You have not received a compliance letter from the Department of Water Resources.
	4. Is this a regionalization project, or will the project be a joint effort with other agencies?
	5. The plans and specifications have not been reviewed and/or approved by the Division of Drinking Water for permitting purposes.
	6. Do you have policies and procedures to solicit, evaluate, and select candidates for professional services using a fair, competitive selection process based on demonstrated competence and professional qualifications, consistent with California Government Code section 4526.
	7. Do you anticipate the project will be implemented in phases with multiple bids?
	8. Do you anticipate the project will be implemented with a Design-Build delivery method?

✓ if Yes or True	<u>ENVIRONMENTAL</u> Question / Statement
	1. The environmental documents have not been prepared for the proposed project.
	2. The environmental documents were not prepared to meet "federal cross-cutting" requirements.
	3. Will the project impact any cultural resources?
	4. Will the project impact any state or federally listed species?
	5. Will the project require consultations with the United States Fish and Wildlife Service or the National Marine Fisheries Service?
	6. Will the project's air quality emissions (construction and operation) exceed the federal de minimis levels, and require a general conformity determination?
	7. Will the project require a Clean Water Act Section 404 permit and a Section 401 Certification?



Drinking Water State Revolving Fund (DWSRF) Program
Potential DWSRF Flags Worksheet

	8. Is there any significant controversy related to the project's environmental documents?
	9. Were the project's environmental documents approved more than five years from the expected date of the DWSRF financing agreement?
	10. If the water system is private and there is no local discretion, has the water system discussed with the local agency about carrying out the CEQA lead agency role?
	11. Is it anticipated that the Lead Agency for the potential construction project will be an agency other than the Applicant?



Drinking Water State Revolving Fund (DWSRF) Program Potential DWSRF **Flags** Worksheet

✓ if Yes or True	<u>FINANCIAL</u> Question / Statement
	1. Is the entity's status "Suspended" with the Secretary of State?
	2. If non-profit, is the entity unable to provide a copy of its tax exemption confirmation statement from the IRS? If not non-profit, please enter "N/A" in the box.
	3. Are you missing any portion of the necessary Project funding aside from what is being sought as part of this application? Please enter "N/A" in the box if no additional funding sources are necessary.
	4. Has the entity ever failed to make timely and sufficient payments on its existing loans within the past 10 years? If none, please enter "N/A" in the box.
	5. Are you planning to pledge a repayment source other than Net Revenues of your water enterprise, as defined in Appendix E to the DWSRF Policy?
	6. Are your annual revenues currently insufficient to cover annual expenses?
	7. Will you be requesting approval of your DWSRF financing before rates, assessments, or other charges used to support repayment are adopted?
	8. Do you have outstanding fines or penalties due to non-compliance with a permit or order?
	9. Do you have existing debt that relies on the same source of revenue as the source you plan to pledge for repayment of the DWSRF financing?
	10. Will the Project be co-funded with funding other than the Drinking Water State Revolving Fund?
	11. Was the last rate study completed over five years ago?
	12. Do your existing debt covenants affect your ability to incur new parity debt, and/or are non-compliant with existing debt covenants?
	13. Are you currently out of compliance or have you been out of compliance with covenants in your existing debt in the preceding 5 years?
	14. Have you had a prior material event such as a bankruptcy, default, unscheduled draw on reserve funds, substitution of insurers on their failure to perform, or unscheduled draw on a credit enhancement in the preceding 10 years?
	15. Are you subject to a lien on any portion of the system property?
	16. If you are a government entity, do you have a local debt limit?
	17. Have you taken actions in anticipation of the sale of significant system assets?
	18. Have you taken actions in anticipation of restructuring or dissolution?
	19. Have you taken actions in anticipation of filing for bankruptcy protection or other insolvency proceedings?



Drinking Water State Revolving Fund (DWSRF) Program Potential DWSRF **Flags** Worksheet

Name of Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

AUTHORIZED REPRESENTATIVE RESOLUTION/ORDINANCE

RESOLUTION NO: _____

WHEREAS _____
(insert appropriate findings)

RESOLVED BY THE _____ OF THE
(insert name of Governing Board of the Entity)
_____ (the "Entity"), AS FOLLOWS:
(insert Entity name)

The _____ (the "Authorized Representative") or designee is
(insert Title of Authorized Representative)
hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance
Application for a financing agreement from the State Water Resources Control Board for the planning,
design, and construction of _____ (the
"Project"). (insert Project Name)

This Authorized Representative, or his/her designee, is designated to provide the assurances,
certifications, and commitments required for the financial assistance application, including executing a
financial assistance agreement from the State Water Resources Control Board and any amendments or
changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out
the Entity's responsibilities under the financing agreement, including certifying disbursement requests on
behalf of the Entity and compliance with applicable state and federal laws.

Ayes [Boards Members voting yes]
Nos [Board Members voting no]

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly
adopted at a meeting of the _____
held _____
(insert name of Governing Board of the Entity)
on _____.
(Date)

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the
Agency)

[This is a sample template of a corporate resolution designating authority to apply, borrow, and grant security for financing, as applicable. The specific language will vary based on the type of the applicant and on the requirements of the corporation's articles of incorporation, bylaws and other corporate documents, and should be prepared in consultation with the corporation's attorney. Note that prior to the State Water Resources Control Board executing a financial assistance agreement, it may be required that the applicant's board of directors adopt a resolution authorizing the agreement as issued.]

_____ [Date]

RESOLUTION No. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF

[Applicant entity's legal name]

DESIGNATING AUTHORITY TO

TO APPLY, BORROW AND TO GRANT SECURITY

WHEREAS, _____, is a California [for-profit/ non-profit] *[Applicant entity's legal name]* corporation in good standing with the California Secretary of State (the "Company");

WHEREAS, the Company owns and operates a community water system known as _____ with [] connections;

WHEREAS, the Company [is/ is not] a water corporation subject to regulation by the California Public Utilities Commission;

WHEREAS, the Company [is/ is not] a mutual water company as defined in Section 14300 of the Corp. Code;

WHEREAS, the Company seeks financing from the State Water Resources Control Board ("State Water Board") for a project commonly known as _____ ("Project");

WHEREAS, the Project has a clear and definite public purpose, and will benefits customers of the water system and not the investors;

WHEREAS, the Board of Directors adopted a Project budget; and

WHEREAS, prior to the State Water Board issuing a financing agreement, the Board of Directors is required to establish a dedicated source of revenue to repay the DWSRF loan and authorizing an officer to execute all corresponding agreements, amendments, and certifications.

1. NOW, THEREFORE BE IT RESOLVED, that the _____ is hereby (insert title of Authorized Representative) authorized and directed to sign and file, for and on behalf of the Company, an application for financial assistance from the State Water Board for the planning, design, and/or construction of the Project;
2. BE IT FURTHER RESOLVED, that the Authorized Representative is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Board and any amendments or changes thereto;
3. BE IT FURTHER RESOLVED, that the Authorized Representative is hereby authorized to incur Indebtedness not to exceed \$ _____ pursuant to the DWSRF financing

agreement (The term "Indebtedness" as used herein means all debts, obligations and liabilities, currently existing or now or hereafter made, incurred or created in connection with the financing);

4. BE IT FURTHER RESOLVED, that the Authorized Representative is hereby authorized to grant security interests in, pledge, assign, transfer, endorse, mortgage or otherwise hypothecate to the State Water Board, and execute security or pledge agreements, financial statements and other security interest perfection documentation, mortgages and deeds of trust on, and give trust receipts for, any or all property or assets of the Company as may be agreed upon by the Authorized Representative, or his/her designee, as collateral security for any or all of the Indebtedness, and to grant and execute renewals, extensions or modifications thereof, and to authorize the State Water Board to perform any act necessary to perfect security, including but not limited to filing a Uniform Commercial Code (UCC-1) lien with the Secretary of State;
5. RESOLVED FURTHER, that the Authorized Representatives or designee is, authorized to represent the Company in carrying out the Company's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Company and compliance with applicable state and federal laws;
6. RESOLVED FURTHER, that the Secretary of this Company is authorized to certify to the State Water Board a copy of this resolution and the name and signature of the Authorized Representative hereby authorized to act hereunder, and the State Water Board is hereby authorized to rely upon such certificate until formally advised by a like certificate of any change therein, and is hereby authorized to rely on any such additional certificates; and
7. RESOLVED FURTHER, that the authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. The State Water Board is authorized to rely upon this Resolution until written notice to the contrary, executed by the Board of Directors, is received by the State Water Board. The State Water Board shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation documents of the _____ or in any other document.
(Applicant entity's legal name)

PASSED AND ADOPTED this ____ th day of _____, 20____, by the following vote:

- AYES: _____
[Full names of Board Members]
- NOES: _____
[None or full names of Board Members]
- ABSTAIN: _____
[None or full names of abstaining Board Members]
- ABSENT: _____
[None or full names of Board Members]

CERTIFICATION

I, _____, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of _____, a corporation organized and existing under the laws of the State of California (the "Company"), and that the foregoing is a true and correct copy of Resolution No. _____ duly adopted by the Board of Directors of said Company at the Regular Meeting of said Board held on the ____th day of _____ 20____, in accordance with law and the by- laws of the Company, and that such resolutions are now in full force and effect, unamended, unaltered and unrepealed.

I FURTHER CERTIFY THAT the following person has been duly appointed or elected and is now acting as officer or employee of the Company in the stated capacity:

_____	_____	_____	_____
<i>(Print Name)</i>	<i>(Title)</i>	<i>(Date)</i>	<i>(Signature)</i>
_____	_____	_____	_____
<i>(Print Name)</i>	<i>(Title)</i>	<i>(Date)</i>	<i>(Signature)</i>
_____	_____	_____	_____
<i>(Print Name)</i>	<i>(Title)</i>	<i>(Date)</i>	<i>(Signature)</i>

IN WITNESS WHEREOF, I have subscribed my name as Secretary as of _____ 20_____.
(Date)

[Signature]
 _____, Secretary
[Name]
 _____, a California corporation
[Applicant's entity's legal name]

Technical Application Instructions (Construction)

The Technical Package is intended to provide detailed technical information about the project. The Technical Package must include a complete Engineering Report stamped by a professional engineer, registered in the State of California. In addition, the applicant should provide a complete Technical, Managerial, and Financial (TMF) Assessment, an engineering services contract, and appropriate Plans and Specifications.

This section provides information on how to complete the Technical Package.

Applicant Name – Enter the entity that will be the legal signatory to a financing agreement.

Project Name – Enter the project name. This should match that on the California Environmental Quality Act (CEQA) documents, resolution, and any other existing documents.

Water System Number – Enter the seven-digit number assigned to your drinking water system. You can visit Drinking Water Watch to obtain the number for your water system: <https://sdwis.waterboards.ca.gov/pdww/>.

Type of Project – Check all project types that apply. If you select “other,” you must enter a description in the space provided.

Section I – Technical Information

Engineering Report (Attachment T1) – The applicant must submit an Engineering Report appropriate to the project. The contents of the Engineering Report are intended to provide the Division with adequate information to evaluate whether the project is eligible for DWSRF financing, meets applicable technical requirements, and is likely to meet applicable objectives and standards. The Engineering Report must address the elements outlined in Section I, Item 1 of the Technical Package. This section provides guidance about each of the elements that must be included in the Engineering Report.

Executive Summary – Provide a clear and concise summary of the Engineering Report. The summary should include but is not limited to the purpose of the project, key results of the alternative analysis, financial implications, and other essential project information.

Background Project Information – Provide background information regarding the proposed project.

1. Describe the Existing Facilities

- a. The Engineering Report must include a description of the water system and its facilities, including details relating to sources, storage, treatment, and distribution. Describe the water system’s present condition, suitability for continued use, adequacy of water supply, current water system capacity, age of facilities, and water quality.
- b. Attach a schematic and map of the water system. The schematic and map must include all the water system’s facilities, including the facilities described in subsection 1.a above. The schematic and map must be legible. You may include photographs and sketches as needed.

2. Provide an analysis of the water system’s current water demand. You must provide a description of the methodology used to determine the water system’s demand. The analysis should include but may not be limited to maximum daily demand (MDD), fire flow, water demand resultant from growth, and peak hourly demand (PHD). The analysis should also describe how industrial and commercial water users impact the water demand.

3. Describe existing water system Operations and Maintenance (O&M) practices. Describe how these practices impact the water system's finances. Describe any financial or technical challenges that may impact water system operations and state any preventive practices that are in place to address these challenges.

Problem Description – Describe the problem being addressed by the project and attach documents supporting the ranked problem, including but not limited to the last two years of water quality data, most recent compliance orders, violations, citations and sanitary surveys. If the Compliance Order is related to a Maximum Contaminant Level (MCL) exceedance, identify the contaminant. For any small water systems or systems serving solely schools, the problem description should also identify any capital improvement needs to comply with Section 10609.62 of the Health and Safety Code which outlines drought resiliency requirements.

Consolidation Analysis – A consolidation evaluation must be included in the Engineering Report. The DWSRF Policy requires all funding applicants to evaluate the feasibility of consolidation as an alternative solution. If consolidation is deemed infeasible, the applicant must fully and completely discuss the reasons for that determination. Supporting information justifying the decision is required. Guidelines for consolidation projects are available on the State Water Board's website:

https://www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/dwsrf_policy/appendix_a.pdf.

Alternative Analysis – Describe each alternative considered to correct the problem stated in Section B. As required in the DWSRF Policy, you must include the feasibility of consolidating with one or more water systems as one of the alternatives considered. The selected construction project must be the most cost effective, long-term solution. The alternative analysis must address the following items for each alternative considered.

1. **Description** – Describe all the facilities associated with the alternative. The description must be full and complete, including all necessary details pertinent to the proposed design.
2. **Design criteria** – State the design parameters and assumptions used in the evaluation.
3. **Environmental impacts** – Provide a short description of any environmental impacts that may prevent the alternative from being considered.
4. **Land requirements** – Identify sites and easements required to implement the alternative. Specify whether or not these properties are currently owned, currently leased, or if either the property or lease needs to be acquired prior to implementing the alternative.
5. **Construction and site considerations** – Discuss any concerns that may adversely affect the construction cost or facility operations. The concerns may include issues like site conditions, water table level, access to premises, or vulnerability to climate change effects.
6. **Cost estimate** – Include cost estimates for each of the alternatives considered. This section should include the following information. This information should be used in conjunction with the information above to determine the most cost-effective alternative.
 - a. Construction
 - b. Non-construction and other related costs
 - c. Annual operations and maintenance costs
 - d. Cost effective present worth analysis
 - e. Life-cycle cost analysis
7. **Advantages/Disadvantages** – Describe the alternative's advantages and disadvantages relating to its ability to comply with regulatory requirements, meet the water system's O&M needs, be financially viable, satisfy public concerns, and meet environmental requirements.
8. **Alternative Evaluation and Selection** – Evaluate the alternatives based on the selection criteria. Describe the selection of the most suitable alternative for the project.

Selected Project – It is expected that a single alternative be selected based on the alternative analysis described above. Once selected, additional information should be provided regarding the selected project. The fully described selected project should include the following items.

1. **Description** – Describe all of the facilities associated with the selected project. This description should incorporate all components of the selected project and may be more detailed than the description provided in the alternatives analysis.
2. **Schematic and map of system’s proposed facilities** – Attach a schematic and map of the system which includes the proposed facilities as described above.
3. **Justification** – Describe how this project will solve the problem and provide an analysis of its effectiveness. The justification for the selected project should address its advantages over the other alternatives and state why it is the most cost-effective solution.
4. Describe O&M challenges that the selected project may encounter and describe the proposed solutions needed to meet these challenges, including roughly estimating household rate increases likely to result from any significant increases in O&M costs associated with the project compared to existing.
5. Determine if the project is consistent with local/county planning. List the local/county planning documents used to make such determination.
6. Describe if this project includes any green and resilient components and include cost estimate. Resilience looks to the future rather than the immediate delivery of assistance to a system following an extreme event. “Green” projects as defined by Congress translate to active conservation of resources. For further information, refer to the Drinking Water State Revolving Fund Eligibility Handbook: https://www.epa.gov/sites/production/files/2017-06/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_version.pdf.
7. If the selected project is a consolidation project, list all parties involved and identify the restructuring water system that will remain after the project is complete. A Supplemental Information Form for Consolidation (Appendix A located at: https://www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/dwsrf_policy/appendix_a.pdf) for each involved water system must be submitted with the application.
8. List any land that will need to be purchased or acquired to complete the construction project. Discuss the necessity for such land and justify the appropriateness of the size of the land being purchased. (NOTE: Only land or land access that is integral to the construction of source, treatment or distribution facilities is eligible for DWSRF funding.)
9. Describe final Plans and Specifications as well as other technical aspects of the project, including the overall conceptual design (e.g. layout, flow diagrams, choice of unit processes, redundancy, reliability features). If plans and specifications are available, include as an attachment.
10. Provide water demand and capacity analysis for the water system that includes the existing facilities and selected project. The analysis should include but may not be limited to max daily demand, fire flow, water demand resultant from growth, and peak hourly demand. The analysis should also describe how industrial and commercial water users impact the water demand.

Projects financed by the DWSRF:

- a. Must be sized to meet existing Maximum Day Demand (MDD)
- b. May be sized to include the design capacity needed to meet the fire protection requirement of the local fire authority, and
- c. May include the design capacity needed for a reasonable amount of population growth expected to occur over a twenty-year period, if documentation is submitted to support the need.

The combined capacity of a, b, and c generally equates to the eligible capacity of a DWSRF funded project. Refer to Appendix H of the DWSRF Policy, located at

https://www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/dw_capacity_limitations_final.pdf for additional guidance.

11. Estimated Useful Life – List all major project components and identify their estimated useful life. Describe the basis for determining the useful life of each component.

Detailed Cost Estimate for the selected project – Attach a detailed cost breakdown for the project which lists: all major construction components, non-construction costs, operation and maintenance, and ineligible items.

Proposed Schedule – Include a project schedule. Construction projects are required to be completed no later than three years from the funding agreement execution date.

Schematic and map of system’s proposed facilities – Include a schematic and map of the proposed project that show all the facilities of the project described above.

Comprehensive Response to Climate Change – Include a detailed description on climate change preparedness. Provide detailed description on vulnerability, adaptation, and mitigation.

1. **Vulnerability** – Provide a detailed description of all effects of climate changes that the proposed facilities are susceptible to. Include critical threshold conditions that may cause damage to the facility or result in loss of services.
2. **Adaptation** – Provide a detailed description of all applied adaptation measures considered by the applicant. Include adaptation measures deemed unnecessary and explain why such measures were eliminated.
3. **Mitigation** – Provide a detailed description of all mitigation measures considered by the applicant. Include mitigation measures deemed unnecessary and explain why such measures were eliminated.
4. **Definitions** – Climate change vulnerability, mitigation, and adaptation are defined below:
 - a. **Vulnerability**: This term is used to identify effects of climate change that the facility may be susceptible to. Some effects overlap. For example, a treatment facility built on the coast may be severely vulnerable to sea level rise. It would be a poor investment for the State to invest in a treatment facility with an expected useful life of 50 years when the facility is projected to be under water in 20 years due to sea level rise. Coincidentally, as sea level rises, the neighboring groundwater aquifers may be vulnerable to saltwater intrusion and water quality issues. The two effects are related, and both should be discussed in the attachment. Other examples of vulnerability include, water supply depletion, adverse water supply quality, flooding/storm surges, drought, and wildfires.
 - b. **Adaptation**: This term is used to identify measures taken as a direct response to climate change effects. Multiple measures can be taken in response to a single vulnerability. For example, in response to sea level rise an agency may investigate constructing sea walls or levees in order to prevent flooding. Flood contingencies should also be explored to protect the facility if the levees fail or in the event of severe storm surges.
 - c. **Mitigation**: This term is used to identify measures taken to slow or stop changes caused by greenhouse gas emissions in the atmosphere. Measures identified in adaptation may also be used for mitigation. For example, water conservation may be an adaptation response to drought vulnerability but a mitigation measure by reducing the energy consumed to move excessive volumes of water. Green roofing as an adaptation measure will help to reduce the heat island effect of an urban community, and as a mitigation measure will reduce the energy consumed to heat and cool the building.

Greenhouse Gas (GHG) Reduction Efforts – Provide a detailed description of any project components that reduce GHG emissions (e.g. solar photovoltaic (PV) electricity, replacing existing pumps with a more energy efficient electric pump, variable frequency drive (VFD) on a pump motor to better match output needs and improve pump efficiency, energy efficiency retrofits, and/or water saving, etc.)

Copy of any permits required as part of this project – Attach permits required as part of this project. This may include, but not limited to, water system permit, water rights permits, etc.

Supplemental Information Form (Consolidation Projects Only) – Consolidation project applicants must submit a Supplemental Information Form. The form is available as the attachment to the Policy, ‘Guidelines for Consolidation Projects’:

https://waterboards.ca.gov/drinking_water/services/funding/documents/srf/dwsrf_policy/appendix_a.pdf

Technical, Managerial, and Financial (TMF) Assessment (Attachment T2) – Federal law states that the DWSRF can only fund water systems that demonstrate that they have adequate TMF capacity to operate a public water system satisfactorily. The mandatory TMF elements listed on the TMF Assessment Form must be submitted (**Attachment T2**). Any unaddressed Necessary TMF elements will be listed as financing agreement conditions with the expectation that they be completed prior to project completion. If you need assistance in completing the TMF Assessment Form, please contact the Division of Drinking Water District Office that regulates your water system.

The State Water Board can provide technical assistance to small water systems serving populations less than 10,000 and disadvantaged communities in developing the TMF documents. A disadvantaged community is defined as the entire service area of a community water system in which the median household income is less than eighty percent (80%) of the statewide median household income. Upon receiving such a request, engineers from the District Office or a third-party contractor hired by the State Water Board will visit the water system and provide “hands-on” technical assistance in developing the necessary documents at no cost to the applicant. For more information go to the State Water Board’s Website:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/TMF.html

Professional Engineering Services Contract (Attachment T3) – Attach a copy of the professional engineering services contract for each engineering consultant contracted for the project. The professional services contract will form the basis for reimbursement of costs incurred relating to the project. Lack of supporting documentation may result in a denial of the claim. California Law requires that a professional engineer utilize a written contract when providing professional engineering services. The contract must be executed by both the professional engineer and their client prior to commencing the work. California law requires that the written contract for engineering services must include, but not limited to, all of the following:

1. A description of the services to be provided by the professional engineer
2. A description of any basis of compensation applicable to the contract, and the method of payment agreed upon by the parties
3. Name, address, and license or certificate number of the professional engineer, and the name and address of the client
4. A description of the procedure that the professional engineer and the client will use to accommodate additional services
5. A description of the procedure to be used by any party to terminate the contract

A written contract for engineering services should also include a scope of work, costs, and deliverable due dates.

Plans and Specifications (Attachment T4) – Attach a copy of the final Plans and Specifications, which will be used as the basis of the construction contract. The Plans and Specifications must comply with state and federal regulations.

Section II – Project Summary

Include a clear and concise project summary. You may use the Engineering Report's executive summary.

Section III – Water Rights (Attachment T5)

Description of Water Rights – Describe the nature of the water rights applicable to your water source. Discuss the status of any existing or proposed water acquisitions. Attach water rights documentation related to your water source associated to the project. This may include documents such as permits, licenses, letters of authority, or other agreements showing all water rights owned or controlled by the system.

If you have questions regarding whether a petition is required you may contact the Division of Water Rights at (916) 341-5300 or dwr@waterboards.ca.gov.

1. Description of Water Rights – Surface Water

If the water source for this project is surface water, indicate whether the source of the water is a stream or other surface water body, or subterranean stream flowing through a known and definite channel to another location. If the applicant holds sufficient water rights for the project, provide a copy of water rights and label as Attachment T5. Indicate whether the applicant holds an Appropriative or Riparian water right, Refer to the State Water Board's Water Rights website for further details:

https://www.waterboards.ca.gov/waterrights/board_info/water_rights_process.shtml#law.

- Appropriative – If the applicant has an appropriative water right, indicate whether it is a Pre-1914 or a permitted/licensed water right. If Pre-1914, provide a statement that water rights were established prior to 1914, and enter the statement number in the file provided in the construction application. If after 1914, provide a copy of the SWRCB water rights permit or license, and enter the permit or license number provided in the construction application.
- Riparian – Provide a statement that water is derived from a surface source pursuant to a riparian right and include a map showing location relative to extraction point.

2. Description of Water Rights – Groundwater

If the water source for this project is groundwater, indicate whether the source is an unadjudicated or adjudicated source.

- Unadjudicated Basin: Provide a statement that the groundwater is extracted from a basin that is not adjudicated. Provide copies of the deeds for the parcels of each unadjudicated groundwater source used by the system.
- Adjudicated Basin: Attach the deed for the parcels of each adjudicated groundwater source that notes the adjudication or provide documentation of the Basin Water Master's terms of the adjudication as they relate to the water system's right to extract water from the adjudicated basin.

3. Description of Water Rights – Purchased Water

Provide a copy of the water service agreement for purchased water that specifies the duration of the authorization. Be aware that for SWRCB funded projects the long-term use agreements for purchased water must extend for the life of the loan or a minimum of 20 years for grant funded projects. In the construction application, enter the name of the wholesaler and length of the purchasing agreement.

Water Diversion Reporting – Check (✓) the box indicating if you are a water diverter in compliance with Water Code Section 5103. For information see:

https://www.waterboards.ca.gov/waterrights/water_issues/programs/diversion_use/

Section IV – Comprehensive Response to Climate Change

The purpose of this section is for the applicant to identify how the proposed facility is vulnerable to the effects of climate change and the impacts the facility may have on the climate. Investigation into adaption and mitigation measures that lead to responsible resolutions made by the agency will ultimately improve the investments made by the State. Select all boxes applicable to the facility regarding climate change vulnerability, and all boxes considered by the applicant regarding adaptation and mitigation. Each section includes an “Other” box followed by an area to define the unnamed option. Information provided in this section must be supported by the information provided in the Engineering Report.

Section V – Drought Planning

Check (✓) the box indicating if you are a Small Water Supplier or Non-Transient Non-Community Water System in compliance with California Water Code Section 10609.60 through Section 10609.63.

Check (✓) the box indicating if this project includes components to come into compliance with California Water Code Section 10609.60 through Section 10609.63.

For information see: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB552

Provide supporting documentation for all compliance, deficiencies, and plans to comply. **(Attachment T6)**

Section VI – Attachment Checklist

All attachments must be submitted to consider this application package complete. Below is a list of the required attachments:

- T1** – Engineering Report
- T2** – TMF Assessment Form
- T3** – Professional Engineering Services Contract
- T4** – Plans and Specifications
- T5** – Water Rights Documentation
- T6** – Documentation for Compliance with Drought Planning

TECHNICAL PACKAGE (CONSTRUCTION)

It is important that you read and understand the Application Information and Instructions before you complete this application. Submit this application along with required attachments through the [Financial Assistance Application Submittal Tool \(FAAST\)](#). All fields are required.

Applicant (Entity) Name:
Project Name:
Water System Number:
Type of Project: <input type="checkbox"/> Treatment <input type="checkbox"/> Distribution/Transmission <input type="checkbox"/> Water Supply <input type="checkbox"/> Water Shortage <input type="checkbox"/> Other

I. TECHNICAL INFORMATION

1. Attach a complete Engineering Report (label as **Attachment T1**) stamped by a registered Professional Engineer.
2. Attach a copy of the Technical, Managerial, and Financial (TMF) Assessment Form (label as **Attachment T2**).
3. Attach a copy of the applicable contract for professional engineering services (label as **Attachment T3**).
4. Attach a copy of Plans and Specifications (label as **Attachment T4**).

II. PROJECT SUMMARY

III. WATER RIGHTS

DESCRIPTION OF WATER SOURCE (label as **Attachment T5**):

1. **Surface Water** – Is the source of water for this project a stream or other surface water body, or subterranean stream flowing through a known and definite channel to another location?

No (If No, proceed to question 2.)

Yes - If Yes,

- a. Does the entity currently hold sufficient water rights for the project?

Yes – Provide a copy of the water right(s) (label as **Attachment T5**).

No – Proceed to question 1.b and 1.c.

- b. If a new water right permit is required, has an application for a water right been filed with the State Water Board, Division of Water Rights?

Yes – Provide a copy of the water right application (label as **Attachment T5**).

Provide the status of the Petition for Change or the Order Number and Date of the Order Approving the Change:

No – Provide the date you anticipate submitting the water right application:

N/A

- c. Is a change to a water right or transfer required to implement the project, and has a Petition for Change been filed with the State Water Board, Division of Water Rights?

Yes – Provide a copy of the Petition for Change (label as **Attachment T5**).

No – Provide the date you anticipate submitting the Petition for Change:

2. **Groundwater** – Is the groundwater an adjudicated or unadjudicated source?

Unadjudicated (Provide documentation and label as **Attachment T5**).

Adjudicated (Provide documentation and label as **Attachment T5**).

3. **Purchased Water** – Is the water for this project purchased?

Yes No (If Yes, provide purchasing agreement and label as **Attachment T5**).

Name of Wholesaler:

What is the length of purchasing agreement?

WATER DIVERSION REPORTING

Are you a water diverter in compliance with Water Code Section 5103?

Yes No

For information see: https://www.waterboards.ca.gov/waterrights/water_issues/programs/diversion_use/

IV. COMPREHENSIVE RESPONSE TO CLIMATE CHANGE

Identify how the current water system facilities are vulnerable to climate change and the potential impact the proposed project may have on climate change. (Detailed study, analysis, and description to be included in this project as part of the engineering report.)

1. Vulnerability – Identify effects of climate change to which the facility may be susceptible

- Sea Level Rise Water Supply Depletion Water Supply Quality
 Flooding/Storm Surges Forest Fires Drought
 Other (Explain below):

2. Adaptation – Identify Measures taken in response to climate change.

- Alternative Energy Sources Drought Resiliency and Flood Contingency
 Permeable Pavements Elevated construction, Sea Walls, and Levees
 Green Roofing Fire Resistant Water Connections and Hydrants
 Other (Explain below):

3. Mitigation – Identify Actions taken to reduce concentration of greenhouse gases in the atmosphere.

- Renewable Energy Sources Energy Conservation
 Water Conservation
 Other (Explain below):

V. DROUGHT PLANNING

As applicable, are you a Small Water Supplier or Non-Transient Non-Community Water System in compliance with Water Code Section 10609.60 through Section 10609.63? Yes No N/A (Skip this section)

Does this project include components to come into compliance with California Water Code Section 10609.60 through Section 10609.63. Yes No N/A

For information see: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB552

Provide supporting documentation for all compliance, deficiencies, and plans to comply (Label as **Attachment T6**)

VI. ATTACHMENT CHECKLIST

Check the box next to each item attached to your application and refer to application instructions to ensure completeness of application.

- T1 – Engineering Report
- T2 – TMF Assessment Form
- T3 – Professional Engineering Services Contract
- T4 – Plans and Specifications
- T5 – Water Rights Documentation
- T6 – Documentation for Compliance with Drought Planning

DRINKING WATER ENVIRONMENTAL PACKAGE INSTRUCTIONS (CONSTRUCTION – TIER I)

This Environmental Package is required for projects undergoing a Tier I (i.e., “equivalency”) review under the current Drinking Water (DW) State Revolving Fund (SRF) Intended Use Plan. For additional information on the Tier I process, see the Drinking Water [State Environmental Review Process](#). The DW SRF Intended Use Plan can be found here: https://www.waterboards.ca.gov/drinking_water/services/funding/DWSRFIUP.html.

If you are not certain whether to complete this Tier I Environmental Package or the Tier II Environmental Package, contact the assigned State Water Resources Control Board (State Water Board) Project Manager. If a Project Manager has not been assigned to the project, contact the State Water Board, Division of Financial Assistance [DrinkingWaterSRF@waterboards.ca.gov; (916) 327-9978].

I. GENERAL INFORMATION

Applicant (entity) name: Enter the full name of the entity that will be the legal signatory to a financing agreement.

Project title: Enter the title of the project.

Environmental documents prepared by (e.g., consultant, city, etc.): Provide the name of the environmental consulting firm, company, entity, or public agency that prepared the environmental document(s).

Environmental contact (e.g., consultant, city, or county staff, etc.): Provide the name of a person that prepared the environmental documents for the project, and/or is knowledgeable about the environmental documents. A State Water Board Environmental Scientist may need to coordinate with this contact person during the environmental review process.

Contact email: Provide an email for the listed environmental contact.

Contact phone: Provide a phone number for the listed environmental contact.

Project description: Provide a description of all anticipated construction activities or indicate where this information may be found.

List and describe all environmental permits, approvals, and/or certifications required for the project: Identify any permits, approvals, and/or certifications that are required for the project. Permits, approvals, and certifications include those issued by local, state, and federal agencies, such as a California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration Agreement, Clean Water Act (CWA), Sections 404 Permit and 401 Certification, a Coastal Development permit, etc.

NOTE: Any project, regardless of funding, must obtain approval for any temporary or permanent disturbance to federal and state waters. The CWA, Sections 404 and 401 require consultation with the United States Army Corps of Engineers (USACE) and the Regional Water Quality Control Board(s) (RWQCB), if a project may result in the discharge of dredged or fill material into waters of the United States, including wetlands. The CWA, Section 404 Permit process through the USACE can be lengthy, and, as with the CWA, Section 401 Certification process, may ultimately require project alterations to avoid an adverse impact on waters of the United States. The applicant must consult with the USACE and the RWQCB(s) early in the planning process if any portion of the project may impact, or the project site contains waters of the United States, so that practical project alternatives and/or impact avoidance can be discussed. For more information on the CWA, Sections 404 Permit and 401 Certification processes, please visit <https://www.epa.gov/cwa-404/section-404-permit-program> and https://19january2017snapshot.epa.gov/sites/production/files/2016-11/documents/cwa_401_handbook_2010.pdf.

II. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The CEQA process must be complete prior to a financing agreement being executed by the State Water Board, Division of Financial Assistance.

Title of CEQA document: Provide the title of the CEQA document that covers the project.

CEQA lead agency: Provide the name of the public agency acting as the lead agency pursuant to CEQA Guidelines. The CEQA lead agency is the public agency which has the principal responsibility for carrying out or approving the project.

If the applicant is not a public agency (e.g., non-profit, private water system, Native American Tribe, etc.), contact the State Water Board, Division of Financial Assistance to ensure CEQA requirements are met, and to assist in determining the lead agency for the proposed project.

If the State Water Board is the CEQA lead agency, early coordination with the State Water Board, Division of Financial Assistance is necessary to ensure Assembly Bill 52 tribal consultation requirements are met and to determine the appropriate CEQA process is completed. CEQA documents prepared for the State Water Board as CEQA lead agency must meet Web Content Accessibility Guidelines (WCAG) 2.1, with a minimum conformance level of AA. Additional information about WCAG 2.1 guidelines can be found at the World Wide Web Consortium website: <https://www.w3.org/TR/WCAG21/>.

When the applicant is acting as a CEQA responsible agency, they must adopt/certify the CEQA document, approve the project, and file a Notice of Determination with the County Clerk and the Governor's Office of Planning and Research (OPR), State Clearinghouse (SCH).

Office of Planning and Research (OPR), State Clearinghouse (SCH) number: Enter the ten-digit number assigned to the project at the time of filing with the OPR, SCH.

All CEQA documents with public comment period requirements must be circulated through the OPR, SCH. Additionally, to meet DW SRF requirements, all Notices of Exemption and Notices of Determination must be filed with the OPR, SCH in addition to the local County Clerk's office.

Complete the appropriate CEQA checklist(s) below and provide any applicable documents as attachments to the Environmental Package. Some documents may fulfill multiple checklist items, for example, the CEQA lead agency may have adopted the final MND and the Mitigation Monitoring and Reporting Plan/Program in the same adoption resolution or meeting minutes.

Detailed information on CEQA requirements, including statutes and CEQA Guidelines, can be obtained at <http://www.opr.ca.gov/ceqa/>.

III. CEQA EXEMPTION INFORMATION

Complete this section only if the project is exempt from CEQA.

All CEQA exemptions, including statutory exemptions, under both Tier I and Tier II are subject to the CEQA exceptions (see Attachment 7 of the Drinking Water [State Environmental Review Process](#); 40 CFR 35.3580(e), which prohibit application of exemptions where there are extraordinary circumstances in which a normally excluded project may have a significant environmental effect).

Identify the CEQA exemption(s) that applies to the project: Identify the California Code of Regulations citation(s). See Attachment 7 of the Drinking Water [State Environmental Review Process](#).

Justify why the exemption(s) applies to the project: Write a brief statement justifying why the exemption(s) applies to the project. This can be the same statement included on the NOE.

If applicable, list any documents that support the CEQA exemption(s) applied to the project: Provide the title of any document(s) used to support the CEQA exemption(s) applied to the project, and submit a copy of the document(s) as an attachment to the Environmental Package (e.g., documentation explaining why exceptions to the categorical exemptions do not apply, technical reports, Initial Studies, maps, photographs, etc.).

If the project is categorically exempt, respond to the following exceptions and justify why each exception (identified in the California Code of Regulations, title 14, division 6, chapter 3, article 19, section 15300.2.) does not apply. The California Code of Regulations identifies six exceptions to categorical exemptions, which may cause a categorical exemption to not apply to a project. If a categorical exemption applies to the project, justify why each of the six exceptions listed do not apply, or indicate where this information may be found and attach supporting documentation to the Environmental Package. Note that the first exception (location) is only relevant if a class 3, 4, and/or 6 categorical exemption applies. If the project is exempt from CEQA but a categorical exemption does not apply, no response is required for the exceptions.

IV. FEDERAL ENVIRONMENTAL REQUIREMENTS AND DOCUMENTATION

The applicant should discuss in detail the steps taken to meet the federal environmental regulations identified in this Environmental Package, including cross-cutting federal environmental requirements, and provide appropriate supporting information. Supporting information must be uploaded to FFAST labeled E2 "Document Type" (e.g., E2-Air Quality Estimates, E2-Biological Assessment, etc.). Please contact the Environmental Review Staff (refer to contact list for the Division of Financial Assistance Environmental Section at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/environmental_requirements.html) for questions regarding environmental requirements.

Federal Environmental Requirements Affecting CEQA Documents

Projects applying for DW SRF financing that are undergoing a Tier I review must meet the requirements of the 40 Code of Federal Regulations, section 35.3580 (<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-B/part-35/subpart-L/section-35.3580>), which includes requirements that may not be included in the California Code of Regulations, CEQA Guidelines. Certain requirements therefore apply to CEQA documents that are not normally necessary per the CEQA Guidelines (e.g., public circulation of addendums, environmental alternative analysis for projects covered under an ND or MND, etc.).

The following sections outline the additional requirements that apply to certain documents and steps of the CEQA process.

Public hearing and meeting requirements. A public hearing or meeting must be held for all projects and activities except those having little or no environmental effect. Projects exempt from CEQA, and many projects covered by an MND or ND may qualify as having little or no environmental effect, and thus would not require a public hearing or meeting. Public hearings or meetings to adopt an ND or MND, or to certify a final EIR will meet this requirement. The applicant should consult with the Environmental Review Staff to determine whether a public hearing or meeting is required. If a public hearing or meeting is determined by the Environmental Review Staff to be necessary, or one has already occurred for other reasons, provide the date(s) of when any such meeting(s) was held.

Formal public comment period for projects with scope changes. For certain projects where the project scope changed after the adoption of the original CEQA document, the lead agency must provide a formal public comment period during which time no action on a project will be allowed. If a supplemental or subsequent ND/MND/EIR is required, CEQA specifies the required public comment period, however CEQA does not specify a public comment period for addendum. For most projects involving an addendum and where the underlying CEQA document has already undergone a public comment period, the State Water Board will not require the addendum to be posted for public comment. However, the Environmental Review Staff may require circulation of an addendum for public comment through the OPR, SCH if an addendum is prepared due to changes in the project scope or other factors (e.g., legal challenges, public concerns) that warrant additional public participation.

For an addendum that must be circulated through the OPR, SCH, no minimum circulation length is required. Filing an NOD after the addendum is circulated and considered by the decision-

making body of the lead agency consistent with the CEQA Guidelines, section 15164 is recommended, but not required.

The applicant should consult with the Environmental Review Staff to determine whether a public comment period for an addendum is necessary.

Five-year reaffirmation requirements. For projects where the environmental document was adopted more than five years prior to the approval of financing, reevaluation of the project is required. Therefore, CEQA documents for projects must be adopted or certified and NOEs signed fewer than five years from the execution of the funding agreement. For projects that do not meet this requirement, if appropriate, the applicant must prepare a memorandum affirming that the previously prepared environmental evaluation and the resulting environmental document still apply to the project. The memorandum must be signed and approved by the applicant's authorized representative. If the project scope has changed, the applicant must prepare an addendum, supplemental or subsequent CEQA document, or file a new NOE consistent with the CEQA Guidelines to meet this requirement.

Attach the following documents to the Environmental Package:

1. A copy of the five-year reaffirmation memorandum signed by the applicant's authorized representative (if applicable).

Environmental Analysis of Alternatives requirements. The DW SRF Program requires an environmental analysis of alternatives for projects that are not exempt from CEQA. Preparation of an Environmental Impact Report under CEQA typically meets this requirement.

If a Negative Declaration or Mitigated Negative Declaration (ND/MND) was prepared for the project, briefly discuss the "No Project" alternative if this is not already included in the ND/MND. (For general guidance, see CEQA Guidelines, section 15126.6(e)). If project alternatives beyond the selected project were considered but are not included in the CEQA document, briefly discuss, or identify the document that discusses the alternative analysis.

Federal Co-Funding Sources

Will the project potentially be co-funded by one or multiple other federal agencies?

Indicate if the project will potentially receive funding from any other federal agencies. If the project will potentially be funded by any other federal agencies, respond to list items a-c by listing the agencies, explaining the funding status, and providing the contact information for the federal agency representative with whom the applicant has been in contact.

If more than one (1) federal agency is involved in a project, the agencies will need to coordinate to determine who will be the federal lead agency when conducting consultations (e.g., Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act).

Federal Lands

Is any portion of the proposed project site located on federally managed land, such as United States Forest Service (USFS) or Bureau of Land Management (BLM) land?

Indicate if any portion of the proposed project is located on federally managed land, including USFS, BLM, or land managed by any other federal agency. If yes, respond to list items a-e.

Information and resources:

United States Department of Agriculture (USDA) United States Forest Service (USFS) Pacific Southwest Region website: <http://www.fs.usda.gov/r5>

USFS offices contact information website: <https://www.fs.usda.gov/main/r5/about-region/offices>

United States Department of the Interior Bureau of Land Management (BLM) website: <https://www.blm.gov/california>

BLM District Offices contact information website: <https://www.blm.gov/office/california-state-office>

Interactive map of federally managed land: <https://www.blm.gov/maps/frequently-requested/california>

Attach the following documents to the Environmental Package:

1. A colored map identifying the project location with respect to the federal land.
2. A copy of the appropriate authorization/permit for the use of federal land (e.g., USFS Special-Use Authorization, BLM Land Use Permit) if one has been obtained.

Archaeological and Historic Preservation Act (AHPA)

Will the project cause the irreparable loss of or damage to a significant archaeological or historic resource or data through alteration of the terrain resulting from dam or reservoir construction (e.g., flooding, building of access roads, or construction of a reservoir)?

Indicate if the project will cause irreparable loss of or damage to archaeological or historic resources or data through alteration of the terrain as a result of reservoir or dam construction (e.g., flooding, building of access roads, or construction of a reservoir). If yes, respond to item a. Provide supplemental information as needed. The HPIR (see the National Historic Preservation Act below) will suffice as documentation for this requirement.

Information and resources:

United States Department of Interior National Park Service AHPA website: <https://www.nps.gov/archeology/tools/laws/AHPA.htm>

Clean Air Act

Identify the air basin and local air district for the project area using the California Air Resources Board (CARB) Air Basin Map and the CARB Local Air District Map (or other resources as appropriate).

Is the project located in a nonattainment area, or an attainment area under a maintenance plan, for any criteria pollutant?

Indicate if the project is located in a nonattainment area, or an attainment area under a maintenance plan, for any criteria pollutant. If yes, respond to list items a-c. For list item b, provide the estimated project construction and operational air emissions (in tons per year) in the table [emissions can be estimated by using the California Emissions Estimator Model (CalEEMod): <https://caleemod.com/>]. Local air quality thresholds of significance can be determined by contacting the Local Air District, or by visiting the Local Air District's website.

For the DW SRF Program's financed projects, we recommend the applicant include a General Conformity Determination section in the CEQA document(s), so that another public review process would not be needed, should a General Conformity Determination be required.

Information and resources:

United States Environmental Protection Agency (USEPA) Clean Air Act summary webpage: <https://www.epa.gov/laws-regulations/summary-clean-air-act>

California Air Resources Board (CARB) Air Basin Map: <http://www.arb.ca.gov/ei/maps/statemap/abmap.htm>

CARB Local Air District Map: <https://ww3.arb.ca.gov/capcoa/dismap.htm>

California Emissions Estimator Model (CalEEMod): <https://caleemod.com/>

Attach the following documents to the Environmental Package:

1. Any documents utilized to support the estimated emissions above, or to compile the air quality data (e.g., air quality studies/models, CalEEMod report)

Coastal Barriers Resources Act

There are no designated Coastal Barrier Resource Systems in California. For more information on Coastal Barrier Resource Systems, please visit: <http://www.fws.gov/CBRA/>

Coastal Zone Management Act

Is any portion of the project site located within the coastal zone?

Indicate if any portion of the project is located within the coastal zone. If yes, respond to list items a-c.

To help determine if the project is located within a coastal zone, please contact the city or county in which the project is located, or the local California Coastal Commission office (https://www.coastal.ca.gov/enforcement/cdp_pamphlet.pdf). California's coastal zone is defined as extending seaward to the state's outer limit of jurisdiction, including all offshore islands, and extending inland generally 1,000 yards from the mean high tide line of the sea. In significant coastal estuarine, habitat, and recreational areas, it extends inland to the first major ridgeline paralleling the sea or five (5) miles from the mean high tide line of the sea, whichever is less, and in developed urban areas the zone generally extends inland less than 1,000 yards. The coastal

zone for the San Francisco Bay Conservation and Development Commission (BCDC) includes the open water, marshes, and mudflats of the greater San Francisco Bay, and areas 100 feet inland from the line of highest tidal action. The BCDC boundary also includes: the Suisun Marsh and buffer zone: managed wetlands diked off from the Bay; and open waters diked off from the Bay and used in salt production.

Information and resources:

California Coastal Commission (CCC) maps: <https://coastal.ca.gov/maps/>

CCC coastal development permit information:

http://www.coastal.ca.gov/enforcement/cdp_pamphlet.pdf

CCC coastal development permit application and appeal forms: <http://coastal.ca.gov/cdp/cdp-forms.html>

San Francisco Bay Conservation and Development Commission website: <http://www.bcdc.ca.gov/>

California's coastal zone generally extends 1,000 yards inland from the mean high tide line, but may extend further if the area is located in significant coastal estuarine, habitat, and/or recreational areas, or to a lesser extent if the area is located in a developed urban area or within a coastal zone of the San Francisco Bay Conservation and Development Commission. To help determine if the project is located within a coastal zone, please check the [CCC jurisdictional maps](#) or contact the local CCC office or the city or county in which the project is located.

Attach the following documents to the Environmental Package:

1. A copy of the coastal development permit or coastal exemption (if available)

Endangered Species Act (ESA)

Does the project involve any direct or indirect impacts, from construction or operation activities, that may affect federally listed threatened or endangered species, or their critical habitat, that are known or have potential to occur on the project site, in the surrounding area, or in the service area?

Indicate if the project construction and/or operational activities may directly or indirectly affect any federally listed threatened or endangered species that are known or have a potential to occur on the project site, in the surrounding area, or in the service area. If no, explain the determination, or indicate where more information can be found (e.g., biological report/assessment, CEQA document, etc.). If yes, respond to list items a-f.

The applicant must provide a biological assessment/report, prepared by a qualified biologist, that addresses possible direct, indirect, and cumulative impacts of the project to federally listed species under the ESA. Biological assessments/reports must include a clear description of the project, construction information, an up-to-date field survey, a species assessment table for all federally protected species, and an analysis of impacts to those species that have the potential to occur within or adjacent to the project site. Species lists requested from the USFWS Information for Planning and Conservation database (<https://ecos.fws.gov/ipac/>) and the NMFS

(http://www.westcoast.fisheries.noaa.gov/maps_data/california_species_list_tools.html) must accompany the biological assessment/report, as well as recently-generated species lists from the CDFW California Natural Diversity Database (<https://www.wildlife.ca.gov/Data/CNDDDB>) and the California Native Plant Society Inventory of Rare and Endangered Plants of California (<http://www.rareplants.cnps.org/>). If the applicant is unable to obtain an official NMFS species list, please contact the Environmental Review Staff for further assistance.

Information and resources:

USEPA Endangered Species Act Summary: <https://www.epa.gov/laws-regulations/summary-endangered-species-act>

USFWS Section 7 Consultation: <https://www.fws.gov/service/esa-section-7-consultation>

Refer to the following resources for information regarding possible biological impacts and to obtain official and unofficial species lists for analysis:

USFWS Information for Planning and Consultation (IPaC): <https://ecos.fws.gov/ipac/>

California Native Plant Society Inventory of Rare and Endangered Plants of California:
<http://www.rareplants.cnps.org/>

National Oceanic and Atmospheric Administration (NOAA) ESA consultation website:
<https://www.fisheries.noaa.gov/topic/consultations#endangered-species-act-consultations>

California Department of Fish and Wildlife California Natural Diversity Database:
<https://www.wildlife.ca.gov/Data/CNDDDB>

Attach the following documents to the Environmental Package:

1. A project-level biological report/assessment

Farmland Protection Policy Act

Is any portion of the project located on, or will the project impact prime, unique, or important farmland, or farmland under a Williamson Act Contract?

Indicate if any portion of the project is located on or will impact prime, unique, or important farmland. If yes, respond to list items a-d. If the project area is protected farmland or farmland under the Williamson Act Contract, please consult with the appropriate federal, state, and local agencies, and provide necessary documents to the Division of Financial Assistance.

Information and resources:

USDA Farmland Protection Policy Act website: <https://www.nrcs.usda.gov/conservation-basics/natural-resource-concerns/land/cropland/farmland-protection-policy-act>

California Department of Conservation California Important Farmland Finder:
<https://maps.conservation.ca.gov/dlrp/ciff/>

California Department of Conservation Farmland Mapping and Monitoring Program:
<http://www.conservation.ca.gov/DLRP/fmmp/Pages/Index.aspx>

Attach the following documents to the Environmental Package:

1. Documents/assessments evaluating the conversion of prime/unique farmland and farmland of statewide/local importance to non-agricultural uses
2. Copies of any consultation(s) conducted with relevant agencies

Floodplain Management: Executive Orders 11988, 12148, 13690, and 14030

Is any portion of the project located within a 100-year floodplain as depicted on an official floodplain map or otherwise designated by the Federal Emergency Management Agency (FEMA)?

Indicate if any portion of the project is located within a 100-year floodplain as depicted on a floodplain map or otherwise designated by the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA). If yes, respond to list items a-c.

Information and resources:

Office of the Federal Register Executive Order 11988: <https://www.archives.gov/federal-register/codification/executive-order/11988.html>

Office of the Federal Register Executive Order 12148: <https://www.archives.gov/federal-register/codification/executive-order/12148.html>

Office of Federal Register executive Order 13690: <https://www.gpo.gov/fdsys/pkg/FR-2015-02-04/pdf/2015-02379.pdf>

Executive Order Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input: <https://www.whitehouse.gov/the-press-office/2015/01/30/executive-order-establishing-federal-flood-risk-management-standard-and>

FEMA Flood Map Service Center: <https://msc.fema.gov/portal>

Attach the following documents to the Environmental Package:

1. An official floodplain map from the [FEMA Flood Map Service Center](https://msc.fema.gov/portal) that includes the project area (required for all projects)
2. Any reports (floodplains/hydrological assessment) completed for the project (if applicable)

Magnuson-Stevens Fishery Conservation and Management Act

Does the project involve any direct or indirect impacts from construction or operational activities, or changes in water quality/quantity, that may impact Essential Fish Habitat (EFH)?

Indicate if the project construction or operational activities involve direct or indirect impacts to Essential Fish Habitat (EFH). If yes, respond to list items a-c. To determine the project's location

relative to designated EFH and to obtain an unofficial or official NMFS species list, consisting of both endangered species and EFH that could potentially occur in the project area, please visit: http://www.westcoast.fisheries.noaa.gov/maps_data/california_species_list_tools.html. If the project may adversely impact EFH, the applicant must contact the NMFS to obtain an official species list. If the applicant is unable to obtain an official NMFS species list, please contact the Environmental Review Staff for further assistance.

Information and resources:

Refer to the NMFS EFH Mapper to help determine the project's proximity and potential direct/indirect impacts to EFH, and to obtain a NMFS species list for the project location.

NMFS Essential Fish Habitat Mapper: <https://www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper>

NOAA Magnuson-Stevens Fishery Conservation and Management Act website: <https://www.fisheries.noaa.gov/resource/document/magnuson-stevens-fishery-conservation-and-management-act>

Attach the following documents to the Environmental Package:

1. An official copy of the NMFS species list, obtained through the [NMFS Essential Fish Habitat Mapper](#)

National Historic Preservation Act (NHPA)

A Historic Properties Identification Report (HPIR) is required for all projects undergoing a Tier I review unless the project is a type of activity that does not have the potential to cause effects to historic properties. Note that this is determined by the type of activities the project consists of, and not the impacts of the specific project. Generally, any project that includes groundbreaking activity has potential to cause effects to historic properties, and therefore an HPIR is required.

The HPIR must be written by a cultural resources professional who meets the Secretary of the Interior's Professional Qualification Standards in Archaeology or Architectural History (<https://www.nps.gov/articles/sec-standards-prof-quals.htm>), as appropriate. The report must include a current records search (not older than five years) from the California Historical Resources Information System (CHRIS) (http://ohp.parks.ca.gov/?page_id=1068) extending to a half-mile beyond the project's area of potential effects (APE), maps showing all recorded resources and surveys in relation to the APE, records of Native American outreach (<http://nahc.ca.gov>), and resource records from the CHRIS search and newly identified resources.

HPIRs should be prepared in accordance with the following guidelines: https://www.waterboards.ca.gov/water_issues/programs/grants_loans/docs/cultural_resources_report_prep.pdf. The California Office of Historic Preservation website (under Section 106 Submission Checklists header) includes additional guidance regarding the information required to consult under Section 106 of the NHPA: http://ohp.parks.ca.gov/pages/1071/files/106Checklist_Details.pdf.

HPIRs may contain confidential information and should not be uploaded to the FAAST system; HPIRs should be submitted to the Senior Cultural Resources Officer whose contact information can be found at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/docs/cultural_resources_report_prep.pdf.

Identify Section 106 of the NHPA finding of effect contained in the cultural resources report: Check the box that describes the Section 106 of the NHPA finding of effect contained in the HPIR.

If relevant, please justify compliance with the NHPA: If compliance with the NHPA has already been completed (e.g., another federal agency has already consulted under Section 106 of the NHPA for the project) explain that process here.

Provide a brief explanation for the above identified recommendation or indicate where this information can be found (e.g., HPIR or Cultural Report): Briefly explain why the Section 106 finding of effect applies to the project. If the project has no potential to cause effects to historic properties include a statement here about why this is the case.

Information and resources:

Advisory Council on Historic Preservation website: <http://www.achp.gov/>

Attach the following documents to the Environmental Package:

1. A HPIR, written by a cultural resources professional who meets the Secretary of the Interior's Professional Qualification Standards in Archaeology or Architectural History (<https://www.nps.gov/articles/sec-standards-prof-quals.htm>), as appropriate. For detailed information on the contents of the report, visit https://www.waterboards.ca.gov/water_issues/programs/grants_loans/docs/cultural_resources_report_prep.pdf. The HPIR must include all supporting documentation, such as the results of the CHRIS records search, the results of the Sacred Lands File Search and Native American correspondence, and site records from the records search and from new resources found during the field survey.

Protection of Wetlands

Will any portion of the project be located in or potentially affect a wetland?

Indicate if any portion of the project is located in a wetland or if the project could potentially affect a wetland. If yes, respond to list items a-c. Explain if there is any area within the project boundaries that should be evaluated for wetland delineation and/or that requires a permit or certification from the USACE, RWQCB(s), and/or CDFW. A wetland delineation report must be prepared for any project that will be located in or will potentially impact a wetland.

Information and resources:

USEPA Protection of Wetlands Executive Order No. 119900 website: <https://www.epa.gov/cwa-404/protection-wetlands>

USFWS National Wetlands Inventory Wetlands Mapper:

<http://www.fws.gov/wetlands/Data/Mapper.html>

USACE wetland assessment/delineation guidance:

<https://www.codot.gov/programs/environmental/wetlands/documents/sacramento-district-minimum-standards-for-delineations-reports>

Attach the following documents to the Environmental Package:

1. A wetland assessment/delineation report consistent with the USACE guidance describing the project's potential impacts to wetlands and/or potential wetland areas
2. Documentation on the avoidance, minimization, and conservation measures that will be implemented to reduce such impacts
3. A copy of the Clean Water Act Section 401 Certification (if available)
4. A copy of the Clean Water Act Section 404 Permit (if available)

Safe Drinking Water Act/Sole Source Aquifer Protection

Is the project located in an area designated by the USEPA as a Sole Source Aquifer?

Indicate if the project is located in an area designated by the USEPA, Region 9, as a sole source aquifer. Sole Source Aquifers in California, include the Fresno County Aquifer, Santa Margarita Aquifer, Campo/Cottonwood Creek Aquifer, and the Ocotillo-Coyote Wells Aquifer; see the USEPA interactive map for Sole Source Aquifers locations: <https://www.epa.gov/dwssa>. If yes, respond to list items a-b. The applicant must comply with the Safe Drinking Water Act and document whether or not the project has the potential to contaminate a Sole Source Aquifer. The applicant shall be held responsible for providing an alternate project location and/or appropriate mitigation measures if a Sole Source Aquifer were to be significantly impacted by a project.

Information and resources:

Sole Source Aquifers in California include the Fresno County Aquifer, Santa Margarita Aquifer, Campo/Cottonwood Creek Aquifer, and the Ocotillo-Coyote Wells Aquifer.

USEPA source water protection website:

<http://water.epa.gov/infrastructure/drinkingwater/sourcewater/protection/index.cfm>

USEPA interactive map of Sole Source Aquifers: <https://www.epa.gov/dwssa>

Attach the following documents to the Environmental Package:

1. A completed Sole Source Aquifer Project Review Information document (contact the Environmental Review Staff to request guidance)

Wild and Scenic Rivers Act

Identify the watershed within the project location by using the USEPA How's My Waterway website: <https://www.epa.gov/waterdata/how-s-my-waterway>

Will the project impact any listed wild and scenic rivers?

Indicate if a segment of the project is located within and/or will impact a listed wild and scenic river. If yes, respond to list items a-c.

Information and resources:

Wild and Scenic Rivers in California include: Amargosa River, Lower American River, North Fork American River, Bautista Creek, Big Sur River, Black Butter River, Cottonwood Creek, Eel River, Feather River, Fuller Mill River, Kern River, Kings River, Klamath River Merced River, Owens River Headwaters, Palm Canyon Creek, Piru Creek, San Jacinto River (North Fork), Sespe Creek, Sisquoc River, Smith River, Trinity River, and Tuolumne River.

National Wild and Scenic Rivers System website: <http://www.rivers.gov/california.php>

USEPA How's My Waterway website: <https://www.epa.gov/waterdata/hows-my-waterway>

Attach the following documents to the Environmental Package:

1. A map of the impacted wild and scenic river and the relative project location

Federal Environmental Attachments

Complete the checklist indicating what federal documentation is being submitted attached to this Environmental Package.

Use the checklist to indicate what relevant federal documentation attachments are being submitted along with the completed Environmental Package.

Federal documentation may be necessary depending on the specific scope, location, and impacts of the project; refer to the individual cross-cutter sections above to determine if that specific cross-cutter applies to the project, and if additional documentation or information is required. Additional documentation and/or attachments may be requested based on the answers provided in this Environmental Package. If there are questions about required attachments, please contact the Environmental Review Staff:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/environmental_requirements.html.

A few attachments of note are the biological report/biological assessment for the Endangered Species Act, and the Historic Properties Identification Report for the National Historic Preservation Act. A biological report is generally required for most projects that may have potential to impact biological resources, especially those with potential to impact federally listed species. A Historic Properties Identification Report is generally required for all projects that include groundbreaking activity, even if the specific project does not have the potential to impact historic resources. If you are not sure whether these documents need to be submitted for a particular project, contact the Environmental Review Staff using the link above.

DRINKING WATER ENVIRONMENTAL PACKAGE (CONSTRUCTION – TIER I)

I. GENERAL INFORMATION
Applicant (entity) name:
Project title:
Environmental documents prepared by (e.g., consultant, city, etc.): Environmental contact (e.g., consultant, city, or county staff, etc.): Contact email: Contact phone:
Project description:
List and describe all environmental permits, approvals, and/or certifications required for the project:
II. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
Title of CEQA document: CEQA lead agency: If no public agencies have discretionary approval over the project other than the State Water Resources Control Board, contact the Division of Financial Assistance prior to development of any CEQA documentation (please see the Environmental Package Instructions above for additional information). Office of Planning and Research (OPR), State Clearinghouse (SCH) number:

Complete the appropriate CEQA checklist(s) below and provide any applicable documents as attachments to the Environmental Package.

CEQA Exemption

Required documents:

- Notice of Exemption (NOE) filed with the local County Clerk - **date filed:**
- NOE filed with the OPR, SCH - **date filed:**
- Supporting documentation for categorical exemptions (if applicable)

Initial Study/Negative Declaration (IS/ND)

Required documents:

- Draft IS/ND circulated through the OPR, SCH
- Comments received on circulated IS/ND
- Responses to comments (if applicable)
- Final IS/ND adopted by the CEQA lead agency
- Resolution/meeting minutes adopting IS/ND - **date adopted:**
- Notice of Determination (NOD) filed with the local County Clerk - **date filed:**
- NOD filed with the OPR, SCH - **date filed:**

Initial Study/Mitigated Negative Declaration (IS/MND)

Required documents:

- Draft IS/MND circulated through the OPR, SCH
- Comments received on circulated IS/MND
- Responses to comments (if applicable)
- Final IS/MND adopted by the CEQA lead agency
- Mitigation Monitoring and Reporting Plan/Program (MMRP) adopted by the CEQA lead agency
- Resolution/meeting minutes adopting IS/MND - **date adopted:**
- Resolution/meeting minutes adopting MMRP - **date adopted:**
- NOD filed with the local County Clerk - **date filed:**
- NOD filed with the OPR, SCH - **date filed:**

Environmental Impact Report (EIR)

Required documents:

- Draft EIR circulated through the OPR, SCH
- Comments received on circulated EIR
- Responses to comments
- Final EIR certified by the CEQA lead agency
- MMRP adopted by the CEQA lead agency
- Statement of Overriding Considerations (if applicable) - **date approved:**
- Resolution/meeting minutes certifying EIR - **date certified:**
- Resolution/meeting minutes adopting MMRP - **date adopted:**
- NOD filed with the local County Clerk - **date filed:**
- NOD filed with the OPR, SCH - **date filed:**

Addendum/Addenda, Supplemental or Subsequent CEQA Document

Required documents:

- Addendum/Addenda, Supplemental, or Subsequent CEQA Document
- MMRP adopted by the CEQA lead agency (if applicable)
- Resolution/meeting minutes/consideration document (if applicable) - **date:**
- Resolution/meeting minutes adopting MMRP (if applicable) - **date adopted:**
- NOD filed with the local County Clerk (if applicable) - **date filed:**
- NOD filed with the OPR, SCH (if applicable) - **date filed:**

III. CEQA EXEMPTION INFORMATION

Complete this section only if the project is exempt from CEQA. All CEQA exemptions, including statutory exemptions, under both Tier I and Tier II are subject to the CEQA exceptions (see Attachment 7 of the [State Environmental Review Process](#); 40 CFR 35.3580(e), which prohibit application of exemptions where there are extraordinary circumstances in which a normally excluded project may have a significant environmental effect).

Identify the CEQA exemption(s) that applies to the project:

Justify why the exemption(s) applies to the project:

If applicable, list any documents that support the CEQA exemption(s) applied to the project:

If the project is exempt, address the following exceptions and justify why each exception (identified in the California Code of Regulations, title 14, division 6, chapter 3, article 19, section 15300.2.) does not apply.

Location. Classes 3, 4, and 6 are qualified by consideration of where the project is to be located - a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

If a class 3, 4, and/or 6 categorical exemption applies, justify why this exception does not apply to the project, and/or indicate where supporting information can be found:

Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

Justify why this exception does not apply to the project, and/or indicate where supporting information can be found:

Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Justify why this exception does not apply to the project, and/or indicate where supporting information can be found:

Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

Justify why this exception does not apply to the project, and/or indicate where supporting information can be found:

Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

Justify why this exception does not apply to the project, and/or indicate where supporting information can be found:

Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Justify why this exception does not apply to the project, and/or indicate where supporting information can be found:

IV. FEDERAL ENVIRONMENTAL REQUIREMENTS AND DOCUMENTATION

FEDERAL ENVIRONMENTAL REQUIREMENTS

Projects applying for Drinking Water (DW) State Revolving Fund (SRF) financing that are undergoing a Tier I review must meet the requirements of the 40 Code of Federal Regulations (CFR), section 35.3580, which includes requirements that may not be included in the California Code of Regulations, CEQA Guidelines. For additional information about these requirements refer to the Environmental Package Instructions above.

Public hearing and meeting requirements. A public hearing or meeting must be held for all projects except those having little or no environmental effect.

Provide the public hearing or meeting date(s), if applicable:

Formal public comment period for projects with scope changes.

Provide the public comment period date(s), if applicable:

Five-year reaffirmation requirements. If CEQA documents are adopted or NOEs are signed by the CEQA lead agency more than five years before approval of DW SRF financing, the lead agency must review whether the CEQA documents or NOEs are still applicable to the project, and if so, the lead agency must reaffirm the previously prepared environmental evaluation and resulting environmental document. If the applicant is the lead agency, submit a memorandum signed by the applicant's authorized representative affirming that the previously prepared environmental evaluation and resulting environmental document still apply to the project.

Attach the following documents to the Environmental Package:

1. A copy of the five-year reaffirmation memorandum signed by the applicant's authorized representative (if applicable)

Environmental Analysis of Alternatives. The DW SRF Program requires an environmental analysis of alternatives for projects that are not exempt from CEQA. Environmental Impact Reports must evaluate alternatives to the selected project to comply with CEQA. For projects covered by a Negative Declaration or Mitigated Negative Declaration (ND/MND), at a minimum, briefly discuss environmental impacts of the "No Project" alternative if this is not already included in the ND/MND.

FEDERAL CO-FUNDING SOURCES

Will the project potentially be co-funded by one or multiple other federal agencies?

- No – If no, continue to next section.
- Yes – If yes, complete the following:

- a) List the agency or agencies:
- b) Explain the funding status:
- c) Provide the name of the associated federal representative(s) with whom the water system has been in contact:
Contact email(s):
Contact phone(s):

FEDERAL LANDS

Is any portion of the proposed project site located on federally managed land, such as United States Forest Service (USFS) or Bureau of Land Management (BLM) land?

- No – If no, continue to next section.
- Yes – If yes, complete the following:
 - a) Indicate the type of federal land (e.g., USFS national forest, BLM Developed Recreation Area, etc.):
 - b) Identify the [USFS Office](#), the [BLM District](#), or other federal regional unit in which the project is located:
 - c) Provide the status of any use authorization or permit:
 - d) Provide the name of the associated federal agency contact person(s)/representative(s) assigned to the project:
Contact email(s):
Contact phone(s):
 - e) Attach the following documents to the Environmental Package:
 1. A colored map identifying the project location with respect to the federal land
 2. A copy of the appropriate authorization/permit for the use of federal land (e.g., USFS Special-Use Authorization, BLM Land Use Permit) if one has been obtained

ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT (AHPA)

Will the project cause the irreparable loss of or damage to a significant archaeological or historic resource or data through alteration of the terrain resulting from dam or reservoir construction (e.g., flooding, building of access roads, or construction of a reservoir)?

No – If no, continue to next section.

Yes – If yes, complete the following:

- a) Explain, or indicate where more information on this impact can be found [e.g., Historic Properties Identification Report (HPIR; see the National Historic Preservation Act below), CEQA document, etc.]:

CLEAN AIR ACT

Identify the project air basin:

Identify the local air district:

Is the project located in a nonattainment area, or an attainment area under a maintenance plan, for any criteria pollutant?

No – If no, continue to next section.

Yes – If yes, complete the following:

- a) Identify the criteria pollutant(s) for which the project area is in nonattainment and the nonattainment rate(s) (i.e., marginal, moderate, serious, severe, or extreme), and/or identify the criteria pollutant(s) for which the project area is in attainment under a maintenance plan:
- b) Complete the following table by filling in the estimated construction and operation emissions for each criteria pollutant:

Criteria Pollutant	Estimated construction emissions (tons/year)	Estimated operation emissions (tons/year)	Federal <i>de minimis</i> levels (tons/year)	
Ozone (O₃) Oxides of Nitrogen (NOX) and Volatile Organic Compounds (VOC)	_____	_____	Marginal/Moderate NAA's	100
			Serious NAA's	50
			Severe NAA's	25
			Extreme NAA's	10
Carbon Monoxide (CO)	_____	_____	All maintenance areas	100

Nitrogen Dioxide (NO₂)	_____	_____	All NAA's	100
Lead (Pb)	_____	_____	All NAA's	25
Particulate Matter less than 2.5 microns in diameter (PM_{2.5})	_____	_____	Moderate NAA's	100
			Serious NAA's	70
Particulate Matter less than 10 microns in diameter (PM₁₀)	_____	_____	Moderate NAA's	100
			Serious NAA's	70
Sulfur Dioxide (SO₂)	_____	_____	All NAA's	100

c) Attach the following documents to the Environmental Package:

1. Any documents utilized to support the estimated emissions above, or to compile the air quality data (e.g., air quality studies/models, CalEEMod report)
2. If any of the federal de minimis levels are exceeded additional information may be required.

COASTAL ZONE MANAGEMENT ACT

Is any portion of the project site located within the coastal zone?

No – If no, continue to next section.

Yes – If yes, complete the following:

a) Indicate the status of the coastal development permit or coastal exemption:

b) Describe the project location with respect to coastal areas, or indicate where this information can be found (e.g., CEQA document, biological report/assessment, etc.):

c) Attach the following documents to the Environmental Package:

1. A copy of the coastal development permit or coastal exemption (if available)

ENDANGERED SPECIES ACT (ESA)

Does the project involve any direct or indirect impacts, from construction or operation activities, that may affect federally listed threatened or endangered species, or their critical habitat, that are known or have potential to occur on the project site, in the surrounding area, or in the service area?

No – If no, complete the following:

a) Explain, or indicate where information supporting this determination can be found (e.g., biological report/assessment, CEQA document, etc.):

Yes – If yes, complete the following:

a) List the date(s) of any biological field surveys completed for the project:

b) Identify the federally listed species that could potentially be affected by the project:

c) Identify any proposed avoidance and conservation measures that will be implemented:

d) Indicate where more information about the impact(s) can be found (e.g., biological report/assessment, CEQA document, etc.):

e) If any consultations with state or federal agencies have been conducted for the project, summarize those consultation efforts:

f) Attach the following documents to the Environmental Package:

1. A project-level biological report/assessment

FARMLAND PROTECTION POLICY ACT

Is any portion of the project located on, or will the project impact prime, unique, or important farmland, or farmland under a Williamson Act Contract?

No – If no, continue to next section.

Yes – If yes, complete the following:

- a) **If the project is located on or near prime, unique, or important farmland, or farmland under a Williamson Act Contract, but will avoid impacting the farmland (due to the scope of the project, implementation of avoidance measures, or for other reasons), please explain, or indicate where more information can be found (e.g., CEQA document, etc.):**

- b) **Explain, and include information on the acreage that would be converted from farmland to other uses, or indicate where this information can be found (e.g., farmland conversion assessment, CEQA document, etc.):**

- c) **If any portion of the project boundaries is under a Williamson Act Contract, specify the amount of acreage affected:**

- d) **Attach the following documents to the Environmental Package:**
 1. Documents/assessments evaluating the conversion of prime/unique farmland and farmland of statewide/local importance to non-agricultural uses
 2. Copies of any consultation(s) conducted with relevant agencies

FLOODPLAIN MANAGEMENT: EXECUTIVE ORDERS 11988, 12148, 13690, AND 14030

Is any portion of the project located within a 100-year floodplain as depicted on an official floodplain map or otherwise designated by the Federal Emergency Management Agency (FEMA)?

No – If no, continue to next section.

Yes – If yes, complete the following:

a) Identify any relevant consultations completed with other agencies:

b) Describe the floodplain and any proposed measures that will be implemented to minimize or avoid redirection of the flood flow by the project, or indicate where this information can be found (e.g., floodplains/hydrological assessment, CEQA document, etc.):

c) Attach the following documents to the Environmental Package:

1. Any reports (e.g., floodplains/hydrological assessment) completed for the project
2. An official floodplain map from the FEMA Flood Map Service Center that includes the project area

MAGNUSON-STEVENSON FISHERY CONSERVATION AND MANAGEMENT ACT

Does the project involve any direct or indirect impacts from construction or operational activities, or changes in water quality/quantity, that may impact Essential Fish Habitat (EFH)?

No – If no, continue to next section.

Yes – If yes, complete the following:

- a) **Describe how EFH could potentially be impacted by this project and any proposed avoidance and conservation measures, or indicate where this information can be found (e.g., biological report/assessment, EFH impact assessment/evaluation, CEQA document, etc.):**

- b) **Describe any previous or ongoing consultations/coordination conducted with the NMFS for the project:**

- c) **Attach the following documents to the Environmental Package:**
 1. EFH Impact Assessment (if available)
 2. An official NMFS species list, obtained through the [NMFS Essential Fish Habitat Mapper](#)

NATIONAL HISTORIC PRESERVATION ACT (NHPA)

Identify Section 106 of the NHPA finding of effect contained in the cultural resources report:

- No Historic Properties Affected
- No Adverse Effect to Historic Properties
- Adverse Effect to Historic Properties

Provide a brief explanation for the above identified determination, or indicate where this information can be found (e.g., HPIR or Cultural Report):

If relevant, please justify compliance with the NHPA:

Provide the following documents directly to the Division of Financial Assistance Cultural Resources Officer:

1. A Historic Properties Identification Report
 - a. Note: Please do not upload confidential documents to the FFAST system. Contact the Project Manager or the Environmental Review Staff for guidance regarding submission of confidential documents.
 - b. If the project is a type of activity that does not have the potential to cause effects to historic properties, a HPIR is not necessary. Contact the Review Staff to discuss this. This decision is based on the type of activities, not on the presence or absence of historic properties.

PROTECTION OF WETLANDS

Will any portion of the project be located in or potentially affect a wetland?

No – If no, continue to next section.

Yes – If yes, complete the following:

a) If the project is located in or near a wetland but will avoid impacting the wetland (due to the scope of the project, implementation of avoidance measures, or for other reasons), please explain, or indicate where more information can be found (e.g., wetland assessment/delineation report, biological report/assessment, CEQA document, etc.):

b) Indicate the status of any permits necessary for project construction (e.g., Clean Water Act Section 404 Permit, etc.):

c) Attach the following documents to the Environmental Package:

1. A wetland assessment/delineation report consistent with the United States Army Corps of Engineer (USACE) guidance describing the project's potential impacts to wetlands and/or potential wetland areas
2. Documentation on the avoidance, minimization, and conservation measures that will be implemented to reduce such impacts
3. A copy of the Clean Water Act Section 401 Certification (if available)
4. A copy of the Clean Water Act Section 404 Permit (if available)

SAFE DRINKING WATER ACT/SOLE SOURCE AQUIFER PROTECTION

Is the project located in an area designated by the USEPA as a Sole Source Aquifer?

No - If no, continue to next section.

Yes – If yes, complete the following:

a) Identify the Sole Source Aquifer:

b) Attach the following documents to the Environmental Package:

1. A completed Sole Source Aquifer Project Review Information document (contact the Division of Financial Assistance to request)

WILD AND SCENIC RIVERS ACT

Identify the watershed in which the project is located:

Will the project impact any listed wild and scenic rivers?

No – If no, continue to next section.

Yes – If yes, complete the following:

a) Identify the wild and scenic river that will be impacted:

b) Explain how the project will impact the wild and scenic river, or indicate where this information can be found (e.g., biological report/assessment, CEQA document, etc.):

c) Attach the following documents to the Environmental Package:

1. A map of the impacted wild and scenic river and the relative project location

FEDERAL ENVIRONMENTAL ATTACHMENTS

Complete the checklist indicating what federal documentation is being submitted attached to this Environmental Package. *If there are questions about required attachments, please contact the Environmental Review Staff:*

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/environmental_requirements.html.

List of attachments:

- 5-Year Reaffirmation Memorandum: Signed by applicant's authorized representative
- Federal Land: Map of federal lands
- Federal Land: Federal land use authorization/permit
- Clean Air Act: CalEEMod report or other air quality models/studies
- Coastal Zone Management Act: Coastal Development Permit or Coastal Exemption
- Endangered Species Act: Project-level biological report/assessment
- Farmland Protection Policy Act: Farmland Conversion Assessment
- Farmland Protection Policy Act: Copies of any consultation(s) with relevant agencies
- Floodplain Management: Floodplains/Hydrological Assessment or other report
- Floodplain Management: Official floodplain map
- Magnuson-Stevens Fishery Conservation and Management Act: EFH Impact Assessment
- Magnuson-Stevens Fishery Conservation and Management Act: Official NMFS Species List
- National Historic Preservation Act: Historic Properties Identification Report
- Protection of Wetlands: Wetland Assessment/Delineation Report
- Protection of Wetlands: Documentation on avoidance and conservation measures
- Protection of Wetlands: Clean Water Act Section 401 Certification
- Protection of Wetlands: Clean Water Act Section 404 Permit
- Safe Drinking Water Act/Sole Source Aquifer Protection: Sole Source Aquifer Project Review Information
- Wild and Scenic Rivers Act: Map of Wild and Scenic Rivers Watershed
- Other Federal Cross-Cutter Documentation:
- Other Federal Cross-Cutter Documentation:



STATE WATER RESOURCES CONTROL BOARD
 Division of Financial Assistance
 P. O. Box 944212, Sacramento, CA 94244-2120



Financial Security Package Instructions

Applicant (Entity) Legal Name – Enter the full name of the entity that will be the legal signatory to a financing agreement.

Proposed Security – Enter the revenues and fund(s) you will use to repay the DWSRF financing.

Project Title – Enter the title of the project.

Contact Person and Phone – Enter the name and phone number of the day-to-day contact for the project. This person should be able to answer financial questions about the project and application.

1. Financing Amount Requested

Estimate the project costs to be funded with State Water Board DWSRF funds. This amount should match the Amount of Assistance Requested in Section 1 of the General Information Package.

2. Term Requested

Indicate the financing term you are requesting: 20-year, 30-year or 40-year (if eligible).

3. Other Project Funding Sources

Describe how the total project will be financed.

- ✓ Enter the name(s) and type(s) of all funding sources.
- ✓ Enter the amount of funds you expect to receive from each source.
- ✓ Check the appropriate box to indicate whether the other sources of financing have been applied for, approved by the funding agency, or received by the applicant.
- ✓ Submit copies of other funding sources commitment or debt documents.

Example: DWSRF financing \$1,000,000
USDA grant \$ 500,000
Applicant Agency portion \$ 250,000

4. Current Year Median Household Income: Determination by Division

Enter the estimated Median Household Income (MHI) for the proposed project service area, using the most recent income survey. If an income survey is not available, MHI estimates may be found at the Census Bureau website at <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml#none>. Enter “Median Household Income in the Past 12 Months” and the municipality name into the Quick Search box. If you cannot locate data for your community, you may contact the Division at DrinkingWaterSRF@waterboards.ca.gov for additional assistance. **MHI determinations are considered preliminary and will be finalized once the complete application is reviewed.**

5. Current Year Estimated Population Served

Enter the estimated population of the water system service area.

6. Active Service Connections

If active water service connections are currently and directly served by the water system, enter the following for each applicable connection type:

- ✓ Number of active water service connections that are currently and directly served by the water system
- ✓ Projected average monthly service charge that will be in place after the proposed project is completed
- ✓ Average monthly billing for the last 12 months

Rate increase effective date for projected monthly service charges – Enter the estimated date that the projected monthly service charges will go into effect (if unknown, assume one year after construction completion).

7. Projected Annual Operations and Maintenance Costs

Enter the estimated annual costs to operate and fully maintain the proposed project after it is complete. Operations and maintenance costs include staff salaries, chemicals, utilities, warranties, routine repair and replacement, laboratory services, billing and collection and life-cycle costs. The consulting engineer should have included these costs in the Engineering Report. (Attachment T1).

8. Discussion of Material Events, Material Obligation Conditions, and Any Debt Limit

Identify any current, prior, or pending material events such as bankruptcy, defaults, litigation, grand jury findings, unscheduled draws on reserve funds, substitution of insurers or their failure to perform, unscheduled draws on credit enhancements, actions taken in anticipation of filing Chapter 9, rating changes, relevant conditions in material obligations, and any local debt limit.

9. Water Rate Study

Indicate whether a water rate study has ever been performed on your water system as well as the date of the study and subsequent findings. If you respond yes, please submit a complete copy of the Water Rate Study.

ATTACHMENTS

F1- Audited Financial Statements: Provide COMPLETE audited financial statements for the most-recent three fiscal years. If the applicant is not required to complete audited financial statements, the applicant should provide the three most-recent years of Federal and State tax returns.

Identify any restricted funds and the reason for the restrictions as well as all sources of security to be pledged. If using real property, provide at least two appraisals of the value, how the value was determined, and whether the property is currently pledged as security on any other debt.

F2 - **Budget Projections (Revenue/Expense):** Provide projections for at least the next two fiscal years.

Sample of Projections

Operating Revenue	Projections 2020/21	Projections 2021/22
Water Sales	\$2,552,866	\$2,680,509
Utility Billing Charges	\$830,000	\$871,500
Water Discharge Fee	\$15,000	\$15,750
Connection Fees	\$475,000	\$498,750
Other Income	\$25,000	\$26,250
Other Non-Operating Revenue		
Interest Income	\$7,000	\$7,350
Property Tax	\$1,200,300	\$1,260,315
Other Misc. Income	\$2,000	\$2,100
Total Revenue	\$5,107,166	\$5,362,524
Operating Expenses		
Salaries	\$1,500,000	\$1,575,000
Water Purchases	\$1,200,000	\$1,260,000
Operating Supplies	\$500,000	\$525,000
Repair and Maintenance	\$78,000	\$81,900
Professional Fees	\$30,000	\$31,500
Legal	\$20,000	\$21,000
Lease/Rents	\$950,000	\$997,500
Utility Billing Service	\$300,000	\$315,000
Total Operating Expenses	\$4,578,000	\$4,806,900
Net Revenue	\$529,166	\$555,624
Existing Debt Service	\$93,000	\$93,000
Total Net Revenue after Debt Service	\$436,166	\$462,624

F3 – **Tax Questionnaire: To be completed and submitted with an application for all loan projects (except for privately-owned entities).** The Tax Questionnaire provides basic information about project costs, accounting, and who will own and operate the project. The applicant’s response to the Tax Questionnaire and Reimbursement Resolution (below) are reviewed by the State Water Board’s DWSRF tax attorney to determine whether the applicant is eligible to receive funds from tax-exempt revenue bond sales. This item is not required if the applicant is applying for 100% percent grant/principal forgiveness funding.

F4 – **Reimbursement Resolution:** All loan applicants that are publicly-owned entities are required to submit an adopted Reimbursement Resolution for review by the DWSRF tax attorney. The language may not vary from the language provided in the template. The Reimbursement Resolution should be a stand-alone resolution. This item is not required if the applicant is applying for 100% percent grant/principal forgiveness funding.

F5a – Authorizing Resolution/Ordinance (for use by publicly owned entities): This resolution or ordinance designates the Authorized Representative(s) for the project, who will have the authority to sign and submit the DWSRF application materials, certify compliance with applicable state and federal laws, execute the financial assistance agreement and amendments, and certify disbursement requests.

- ❖ To minimize the potential for problems, use the exact language in the template resolution.
- ❖ Enter the title of the Authorized Representative, NOT a person’s name.
- ❖ Do not modify the words financing or financial assistance to other terms such as “loan”, “grant”, or “principal forgiveness”. Use of these terms will create legal complications; the terms “financing” and “financial assistance” are broad enough to be applicable to all of the above.

F5b – Corporate Resolution to Apply, Borrow and Grant Security (for use by private applicants): This resolution designates the Authorized Representative(s) for the project, who will have the authority to sign and submit the DWSRF application materials, certify compliance with applicable state and federal laws, execute the financial assistance agreement and amendments, certify disbursement requests, grant security interest, and authorize State Water Resources Control Board to perform any acts necessary to perfect security.

- ❖ To minimize the potential for problems, use the exact language in the template resolution.
- ❖ Enter the title of the Authorized Representative, NOT a person’s name.

F5c –Other Entity Type: If you are a limited partnership, general partnership, trust, or sole proprietor please contact the Division of Financial Assistance for guidance on the documentation required for designating an Authorized Representative.

F6 – Rate Adoption Resolution, Copy of Rates, and Public Notice of Proposition 218 Meeting: Attach a copy of the most recent board resolution, ordinance, or similar document which approved the rates currently in place, a copy of the rates, and a copy of the Proposition 218 public meeting notice.

F7 – Schedule of Related Debt and Debt Document Copies: Submit a schedule of all material debt secured by the Pledged Revenues and Fund(s), along with a copy of each relevant debt document (e.g., loans, private placements, bond indentures, installment sale agreements, etc.). If there are any pending debts, provide draft or estimated information. This schedule will be an exhibit to the DWSRF financing agreement and will rank related debt according to priority in relation to the proposed DWSRF debt (senior, parity, or subordinate tier). If the applicant has no other debt (except other DWSRF debt), the Authorized Representative must provide a letter stating this. In most cases, the DWSRF debt will be on parity with related debt.

F8- Debt Management Policy: Applicant needs to submit a copy of their debt management policy. Guidance on Complying with SB 1029 Release Date: December 28, 2016- <http://www.treasurer.ca.gov/cdiac/sb1029/guidance.pdf> (not applicable if 100% grant/principal forgiveness funding).

F9 – New Special Tax, Assessment District, or service charge projections: If applicable, provide budget projections based on proposed taxes, fees, charges or assessments (*No template exists*). Label the projections as Attachment F9.

F10 – Relevant Service, Management, Operating, or Joint Powers Agreements: If applicable, provide a copy of any relevant, service, management, operating or joint powers agreements and any amendments (*No template exists*). Label the agreement as Attachment F10.

F11 - District Certification of Interim Report (For School Districts Only): School Districts should provide a complete copy of their most-recent District Certification of Interim Report, including the signed Criteria and Standards Review Section.

FINANCIAL SECURITY PACKAGE (CONSTRUCTION)

Applicant (Entity) Legal Name:	
Pledged Revenues And Fund(s) For The Project:	
Project Title:	
Contact Person:	Phone:

1. Amount of Assistance Requested: \$

2. Term Requested: 20-Year 30-Year 40-Year (If Eligible)

3. Other Project Funding Sources

Name and Type of Funding Sources	Amount	Applied	Approved	Received
	\$			
	\$			
	\$			

4. Current Year Median Household Income: \$

5a. Current Year Estimated Population Served:

5b. Current Year Estimated Number of Residences:

5c. Current Year Estimated Number of Permanently Occupied Residences:
(Only required if applying for grant funding/principal forgiveness)

6. Active Service Connections Not Applicable

Service Connection Type	Number of Service Connections	Average Monthly Billing (Last 12 months) Per Connection
Residential		\$
Commercial		\$
Industrial		\$
Other		\$
TOTAL		\$

Rate increase effective date for projected monthly service charges:

7. Projected Annual Operations and Maintenance Costs, Including amortized replacement costs (upon completion):	\$
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8. Discussion of Material Events, Material Obligation Conditions, and Any Debt Limit

Identify any current prior material events such as bankruptcy, defaults, litigation, grand jury findings, unscheduled draws on reserve funds, substitution of insurers or their failure to perform, unscheduled draws on credit enhancements, actions taken in anticipation of filing Chapter 9, rating changes, relevant conditions in material obligations, and any local debt limit.

9. Rate Study

Has a rate study been conducted for your system? Yes No

If **yes**, please submit a complete copy of the Rate Study.

10. Debt Management Policy

Please provide a copy of your Debt Management Policy (If Applicable).

ATTACHMENTS (Check the box next to each item attached to your application.)

- F1 – AUDITED FINANCIAL STATEMENTS OR TAX RETURNS (3 Years)**
- F2 – BUDGET PROJECTIONS (REVENUE/EXPENSE) (2 years – or more if needed)
(See Sample in Application Instructions)**
- F3 – TAX QUESTIONNAIRE**
- F4 – REIMBURSEMENT RESOLUTION**
- F5a – AUTHORIZING RESOLUTION**
- F5b – CORPORATE RESOLUTION**
- F5c – OTHER ENTITY TYPE**
- F6 – RATE ADOPTION RESOLUTION, COPY OF RATES, AND PUBLIC NOTICE OF PROPOSITION 218 MEETING**
- F7 – SCHEDULE OF ALL MATERIAL DEBT OR NO DEBT LETTER
(See Application Instructions)**
- F8 – DEBT MANAGEMENT POLICY (If Applicable)**
- F9 – NEW SPECIAL TAX, ASSESSMENT DISTRICT, OR SERVICE CHARGE PROJECTIONS (If Applicable)**
- F10 – RELEVANT SERVICE, MANAGEMENT, OPERATING, OR JOINT POWERS AGREEMENTS (If Applicable)**
- F11 – SCHOOL DISTRICT CERTIFICATION OF INTERIM REPORT (If Applicable)**

**STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND PROGRAM
TAX QUESTIONNAIRE (Version April 2015)**

LEGAL NAME OF APPLICANT	State Use Only:	
	Project No.	DATE/TIME REC'D BY SWRCB

Instructions: Answer all and provide all information and documents requested. Begin typing in the shaded area and the space will enlarge to accommodate the information that is typed. In lieu of typing in the shaded areas for any question, a separate page may be attached to this Tax Questionnaire or an electronic file in Word format may be attached.

Certain Definitions: As used in this Tax Questionnaire, "Project" means the facilities and/or capital improvements that you described in the Financial Assistance Application submitted to the State Water Board and constitutes those costs that will be funded by the State Water Board under the Financing Agreement (a template Financing Agreement can be found on the State Water Board's website), "Governmental Entity" means a state, city, county, town, public school district, other special district or joint powers authority, and "Non-Governmental Entity" means any person, partnership, corporation or other organization that is not organized as a state, city, county, town, public school district, other special district or joint powers authority. The federal government constitutes a Non-Governmental Entity. A Section 501(c)(3) organization constitutes a Non-Governmental Entity.

1. Briefly describe the Project, its functions and its principal components.

2. Indicate by principal components your current estimates of the costs of the Project, as follows:

- a. Construction costs..... \$
- b. Equipment costs..... \$
- c. Land Purchase..... \$
- d. Rehabilitation or renovation of facilities..... \$
- e. Site preparation costs..... \$
- f. Architectural/engineering, design and planning costs..... \$
- g. Engineering and administrative costs during construction..... \$
- h. Surveys \$
- i. Legal fees..... \$
- j. Financing costs \$
- k. Commitment fees and deposits \$
- l. Other construction costs (please specify)..... \$
- m. Other planning/design costs (please specify)..... \$

3. Will any portion of the financing provided under the Financing Agreement be used to refinance other debt(s) (e.g., including any bonds, notes, leases or commercial paper) relating to the Project?

Yes No Not Applicable

4. If you answered "yes" to Question #3, please state the amount of financing provided under the Financing Agreement that is expected to be used for refinancing purposes.

\$

5.	If you answered “yes” to Question #3, please specify the date(s) on which the financing provided under the Financing Agreement will be used to redeem other debt(s) relating to the Project.
6.	<p>If you answered “yes” to Question #3, please provide the following information:</p> <ul style="list-style-type: none"> a. Name of the existing indebtedness to be refinanced: b. Issue date of the existing indebtedness: c. Par amount of the existing indebtedness: d. Purpose(s) of the existing indebtedness: e. Whether the existing indebtedness is immediately prepayable: f. Whether the interest on the existing indebtedness is federally taxable or tax-exempt:
7.	<p>If you answered “yes” to Question #3, are any proceeds of the other debt(s) relating to the Project still unspent?</p> <p style="text-align: center;">Yes No Not Applicable</p> <p>If yes, please identify the amounts and the funds or accounts in which such proceeds are on deposit.</p>
8.	<p>If you answered “yes” to Question #3, was the other debt(s) to be refinanced with the financing provided under the Financing Agreement used to refinance other prior debt(s) relating to the Project?</p> <p style="text-align: center;">Yes No Not Applicable</p> <p>If yes, please provide the name of the original indebtedness, the issue date of the original indebtedness, the par amount of the original indebtedness, the purpose(s) of the original indebtedness, and whether the interest on the original indebtedness was federally taxable or tax-exempt.</p>
9.	<p>Will any portion of the financing provided under the Financing Agreement be used for <u>new financing</u> of the Project?</p> <p style="text-align: center;">Yes No Not Applicable</p>
10.	<p>If you answered “yes” to Question #9, please provide the dates of expected commencement and completion of construction of the Project.</p> <p style="text-align: center;">Expected Commencement Date of Project:</p> <p style="text-align: center;">Expected Completion Date of Project:</p>
11.	<p>If you answered “yes” to Question #9, please state the amount of the financing provided under the Financing Agreement that is expected to be used for new financing purposes. If you answered “no” to Question #9, skip to Question #18 below.</p> <p style="text-align: center;">\$</p>

12. If you answered “yes” to Question #9, please state the amount of Project costs to be newly financed under the Financing Agreement that are expected to be paid within the following periods of time:

- Please respond to this question using the expected initiation date of construction.
- Project costs to be spent within 6 months\$
- Project costs to be spent within 12 months (cumulative).....\$
- Project costs to be spent within 18 months (cumulative).....\$
- Project costs to be spent within 24 months (cumulative).....\$
- Project costs to be spent within 30 months (cumulative).....\$
- Project costs to be spent within 36 months (cumulative).....\$
- Project costs to be spent *beyond* 36 months (cumulative).....\$

13. If you answered “yes” to Question #9, have you paid any costs of the Project prior to the date hereof?
Yes No Not Applicable

For each Project cost that has been previously paid, please provide an itemization of the following:

- a. Amount of the payment
- b. Purpose of the payment
- c. Date of the Payment
- d. Source of payment of such cost (*e.g.*, revenue, federal or state grants, other financing, internal loan

14. If you answered "yes" to Question #13, have you at any time adopted a resolution or other official action (*e.g.*, a so-called “reimbursement resolution”) relating to your intent to finance the Project with financial assistance from the State Water Board or other indebtedness?

Yes No Not Applicable

If yes, please identify the date of such resolution or other document and attach a copy.

15. If you answered “yes” to Question #9, will any portion of the financing provided under the Financing Agreement be used to pay administrative or engineering expenses directly relating to the construction of the Project?

Yes No Not Applicable

If yes, please state the amount expected to be so used and provide details as to its calculation (*e.g.*, based on actual costs or a percentage of construction).

16. If you answered “yes” to Question #15, will any portion of the administrative or engineering expenses directly relating to the construction of the Project be incurred by the staff of the Applicant?

Yes No Not Applicable

If yes, please state the amount expected to be so used and provide details as to its calculation (*e.g.*, based on actual costs or a percentage of construction).

17.	<p>If you answered "yes" to Question #16, will the administrative or engineering expenses directly relating to the construction of the Project be tracked by an accounting system, such as a cost accounting system, that will allow them to be differentiated from other charges for other work done by the applicant's staff?</p> <p style="text-align: center;">Yes No Not Applicable</p> <p>If yes, please specify how charges will be tracked.</p>
18.	<p>Does any Non-Governmental Entity own, or do you anticipate any Non-Governmental Entity owning, any portion of the Project at any time during the term of the financing?</p> <p style="text-align: center;">Yes No Not Applicable</p> <p>If yes, identify the Non-Governmental Entity and provide all available details with respect to its ownership interest.</p>
19.	<p>Does any Non-Governmental Entity lease, or do you anticipate any Non-Governmental Entity leasing, any portion of the Project at any time during the term of the financing?</p> <p style="text-align: center;">Yes No Not Applicable</p> <p>If yes, identify the Non-Governmental Entity and provide all available details with respect to its lease interest.</p>
20.	<p>Have you entered, or do you anticipate entering, into any inter-municipal contract or agreement(s) with any Governmental Entity with respect to the Project (or any portion of the Project) during the term of the financing?</p> <p style="text-align: center;">Yes No Not Applicable</p> <p>If yes, please describe the purpose of each such agreement, and attach a copy of any existing or contemplated agreement.</p>
21.	<p>Have you entered, or do you anticipate entering, into any contract or agreement with any Non-Governmental Entity contracting to operate, manage or provide any exclusive services with respect to the Project (or any portion of the Project) during the term of the financing?</p> <p style="text-align: center;">Yes No Not Applicable</p> <p>If yes, please identify the Non-Governmental Entity and explain the arrangement. <u>If an operations, management or exclusive services contract currently exists, please attach a copy.</u> Contracts that relate solely to services that are merely incidental to the primary use of the Project need not be listed. Examples of incidental services are contracts for janitorial services, office equipment repairs or billing services. If you are uncertain as to whether the contract is incidental or not, please describe the contract and the services provided thereunder.²</p>
22.	<p>Does the Project provide, or do you anticipate the Project providing, water or wastewater services to any Non-Governmental Entity other than on the basis of standard rates and charges which are generally applicable and uniformly applied and are adjusted from time to time by the Applicant?</p> <p style="text-align: center;">Yes No Not Applicable</p> <p>If there are or will be any non-standard rates and charges, describe the rate structure, focusing on any special rate agreements or charges for specific entities. An example of a non-standard rate is an industrial user paying a flat fee in a system where the other users pay a rate based on usage.</p>

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23. Does any Non-Governmental Entity have, or do you anticipate any Non-Governmental Entity having, special priority rights or other preferential rights to use the Project or the services of the Project pursuant to any contractual or other arrangement?

Yes No Not Applicable

If yes, please identify the Non-Governmental Entity, and describe the special priority or preferential right(s).

24. Are the functions and services of the entire Project available, and do you expect the functions and services of the entire Project will be available for use by the general public on a first-come, first-served basis?

Yes No Not Applicable

If no, please explain and describe the portion of the Project that is not, or will not, be available for use by the general public. For example, municipal water and wastewater systems used for residential, commercial, governmental and business purposes are available for use by the general public; a specialized pollution control facility immediately adjacent to a private business that is the sole user of the facility is not available for use by the general public.

25. Have you entered, or do you anticipate entering, into a “take” or “take-or-pay” contract with any Non-Governmental Entity for use of any portion of the Project or the services of the Project?

Yes No Not Applicable

If yes, please identify the Non-Governmental Entity, and describe the arrangement therewith. If a take or a take-or-pay contract currently exists, please attach a copy.

26. Will any Non-Governmental Entity guarantee or otherwise be directly obligated to repay the financial assistance provided under the Financing Agreement?

Yes No Not Applicable

If yes, please identify the Non-Governmental Entity, and describe the guarantee arrangement therewith.

27. Have you received, or do you expect to receive, any grant or other form of assistance for financing of any portion of the Project from the State of California, the federal government or any other entity or person?

Yes No Not Applicable

If yes, please explain.

28. Will any portion of the financing projected under the Financing Agreement be used as a substitute for other funds which were otherwise to be used as a source of financing and which have been used or will be used to acquire, directly or indirectly, other investment property?

Yes No Not Applicable

If yes, please explain.

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

I hereby certify that I am an authorized representative of the Applicant, and that I am authorized by the Applicant to execute this Tax Questionnaire. I am charged with the responsibility to perform such acts as are necessary and proper for the financing, construction, acquisition and/or improvement of the Project, and am acting for and on behalf of the Applicant in executing this Tax Questionnaire. I certify that I am familiar with the Project and that all information contained herein is true, correct and complete to the best of my knowledge. I am not aware of any facts or circumstances that would cause me to question the accuracy or reasonableness of any information contained in these responses or attached documentation. I understand that the foregoing information and attached documentation will be relied upon by the State Water Board and their counsel, in providing financing with respect to the Project.

AUTHORIZED REPRESENTATIVE SIGNATURE	PRINT NAME AND TITLE	DATE

REIMBURSEMENT RESOLUTION

WHEREAS, the _____ (the "Agency") desires to finance the costs of
(Agency Name)

constructing and/or reconstructing certain public facilities and improvements relating to its water system, including certain treatment facilities, pipelines and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, THE AGENCY DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$_____.

{Remove this Note when completing the Resolution: Please include the maximum reasonable project amount. Your SRF financing agreement will not exceed this amount under any circumstances.}

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

AYES: _____

NOES: _____

ABSENT: _____

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the _____ held on _____.
(Governing Board of the Agency) (Date)

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)

AUTHORIZING RESOLUTION/ORDINANCE

RESOLUTION NO: _____

WHEREAS _____
(insert appropriate findings)

RESOLVED BY THE _____ OF THE
(insert name of Governing Board of the Entity)

(insert Entity name) (the "Entity"), AS FOLLOWS:

The _____ (the "Authorized Representative") or designee is
(insert Title of Authorized Representative)
hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of _____ (the "Project").
(insert Project Name)

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the _____ held
(insert name of Governing Board of the Entity)
on _____.
(Date)

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)

**SAMPLE
CORPORATE RESOLUTION
TO APPLY, BORROW AND TO GRANT SECURITY**

I, _____, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of _____, a corporation organized and existing under the laws of the State of California (the "Corporation"), and that the following is a true and correct copy of certain resolutions duly adopted by the Board of Directors thereof, in accordance with law and the by-laws of the Corporation, and that such resolutions are now in full force and effect, unamended, unaltered and unrepealed:

WHEREAS, the Corporation seeks financing from the State Water Resources Control Board under the Drinking Water State Revolving Fund ("DWSRF") for a project commonly known as _____ ("Project");

WHEREAS, the Board of Directors adopted a Project budget; and

WHEREAS, prior to the State Water Resources Control Board executing a financing agreement, the Board of Directors is required to establish a dedicated source of revenue to repay the DWSRF loan and authorizing an officer to execute all financing agreements, amendments, certifications, and claims for reimbursement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the _____ ("the Authorized Representative") is
(insert title of Authorized Representative)
hereby authorized to sign and file, for and on behalf of the Corporation, an application for financial assistance from the State Water Board for the planning, design, and/or construction of the Project;

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto;

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is hereby authorized to incur Indebtedness not to exceed \$_____ pursuant to the DWSRF financing agreement (The term "Indebtedness" as used herein means all debts, obligations and liabilities, currently existing or now or hereafter made, incurred or created in connection with the financing);

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is hereby authorized to grant security interests in, pledge, assign, transfer, endorse, mortgage or otherwise hypothecate to the State Water Resources Control Board, and execute security or pledge agreements, financial statements and other security interest perfection documentation, mortgages and deeds of trust on, and give trust receipts for, any or all property or assets of the Corporation as may be agreed upon by the Authorized Representative, or his/her designee, as collateral security for any or all of the Indebtedness, and to grant and execute renewals, extensions or modifications thereof, and to authorize the State Water Resources Control Board to perform any act necessary to perfect security, including but not limited to filing a Uniform Commercial Code (UCC-1) lien with the Secretary of State;

BE IT FURTHER RESOLVED AND ORDERED, that the Authorized Representative is authorized to represent the Corporation in carrying out the Corporation's responsibilities under

the financing agreement, including certifying disbursement requests on behalf of the Corporation and compliance with applicable state and federal laws;

BE IT FURTHER RESOLVED, that the Secretary or any other officer of this Corporation is authorized to certify to the State Water Resources Control Board a copy of these resolutions and the name and signature of the Authorized Representative hereby authorized to act hereunder, and the State Water Resources Control Board is hereby authorized to rely upon such certificate until formally advised by a like certificate of any change therein, and is hereby authorized to rely on any such additional certificates; and

BE IT FURTHER RESOLVED AND ORDERED, the authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. The State Water Resources Control Board is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by the State Water Resources Control Board. The State Water Resources Control Board shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation documents of the _____ or in any other document.
(Applicant entity's legal name)

I FURTHER CERTIFY THAT the following person has been appointed or elected and is now acting as officer or employee of the Corporation in the capacity set beside his name:

_____ (Print Name) _____ (Date) _____ (Signature)

IN WITNESS WHEREOF, I have subscribed my name as Secretary as of _____, 20____.
(Date)

Secretary
_____, a California corporation

SCHEDULE OF SYSTEM OBLIGATIONS

Except for the following and the Obligation evidenced by this Agreement, the Recipient certifies that it has no outstanding System Obligations and that it is in compliance with all applicable additional debt provisions of the following:

The following related debts are senior to the proposed DWSRF financing:

Name of Lender and Title of Debt or Loan Number	Debt Security or Source of Revenue	Debt Service Coverage Requirement	Original Debt Amount	Current Balance	Payment Amount	Interest Rate	Debt Term & Maturity Date
			\$	\$	\$		/
			\$	\$	\$		/
			\$	\$	\$		/

The following related debts are on parity to the proposed Financing Agreement:

Name of Lender and Title of Debt or Loan Number	Debt Security or Source of Revenue	Debt Service Coverage Requirement	Original Debt Amount	Current Balance	Payment Amount	Interest Rate	Debt Term & Maturity Date
			\$	\$	\$		/
			\$	\$	\$		/
			\$	\$	\$		/
			\$	\$	\$		/
			\$	\$	\$		/

The following related debts are subordinate to the proposed Financing Agreement:

Name of Lender and Title of Debt or Loan Number	Debt Security or Source of Revenue	Debt Service Coverage Requirement	Original Debt Amount	Current Balance	Payment Amount	Interest Rate	Debt Term & Maturity Date
			\$	\$	\$		/
			\$	\$	\$		/
			\$	\$	\$		/
			\$	\$	\$		/
			\$	\$	\$		/

Attach copies of the debt documents associated with the above debts.



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: November 12, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Deputy City Manager/Community Development Director
PREPARED BY: John Seymour, City Engineer
SUBJECT: **Adoption of the Local Roadway Safety Plan as prepared by the Merced County Association of Governments** (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3506-24 adopting the Local Roadway Safety Plan for the City of Atwater prepared by the Merced County Association of Governments.

I. BACKGROUND/ANALYSIS:

The United States Department of Transportation (US DOT) incorporated the Safe System Approach as part of its most recent National Roadway Safety Strategy (NRSS), adopted in January 2022. This NRSS is the first national commitment to the goal of zero fatalities on America's roadways, and names the Safe System Approach as the way to accomplish that goal. Federal transportation officials have since unveiled a number of policies and programs geared towards the application and implementation of the Safe System Approach at the state and local levels.

The Safe System Roadway Design Hierarchy, created by the Federal Highway Administration (FHWA) in 2024, provides guidance in contextualizing and assessing infrastructure-based countermeasures and strategies on their alignment with the principles of the Safe System Approach. The Hierarchy classifies countermeasures into four tiers, from most to least aligned with Safe System principles. These tiers are:

1. Removing severe conflicts, which can act to eliminate high-risk conditions that involve users with different speeds or moving in different directions sharing space. This tier can include countermeasures that remove potential points of conflicts (for example, removing conflicting turning movements), and those that separate vulnerable users from vehicles in space (for example, protecting people biking through a separated bike lane).
2. Reducing vehicle speeds, which reduces the kinetic energy present within systems and thereby reduces the severity of crashes that do occur. As driver behavior,

especially when it comes to speed, is highly influenced by roadway features, countermeasures that reduce prevailing speeds can include lane narrowing and features that channelize vehicle traffic such as median islands.

3. Managing conflicts in time, which covers instances (such as intersections) where space needs to be shared between different users, but where they can be separated in time. An example is the Leading Pedestrian Interval, which allows people walking to have a "head start" interval at a signalized intersection before conflicting vehicle traffic enters the crosswalk.

4. Increasing attentiveness and awareness, which involves alerting users to conflicts and potential risks, can involve such countermeasures as intersection daylighting and warning signage.

The Local Roadway Safety Plan commits the City of Atwater to the goal of eliminating serious injuries and fatalities on its roadway network. It also identifies proven countermeasures that can be implemented through roadway design.

II. FISCAL IMPACTS:

None by this action.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's office.

IV. EXISTING POLICY:

The adoption of the LRSP plan is consistent with the circulation element of the City's adopted General Plan to enhance pedestrian and roadway safety.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been routed to all relevant departments for review.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to comment on this item prior to City Council approval.

VIII. ENVIRONMENTAL REVIEW:

This item is exempt under the provisions of the California Environmental Quality Control Act.

IX. STEPS FOLLOWING APPROVAL:

Following adoption by city council, council shall direct the City manager or his designee to sign the resolution adopting the City of Atwater Local Roadway Safety Plan.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. RSO XXXX-24 LRSP Adoption 11.7.24
2. Vol2_Atwater



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

**A RESOLUTION OF THE ATWATER CITY
COUNCIL APPROVING THE LOCAL ROADWAY
SAFETY PLAN FOR THE CITY OF ATWATER
PREPARED BY THE MERCED COUNTY
ASSOCIATION OF GOVERNMENTS**

WHEREAS, at the Merced County Association of Governments Board of Governors Meeting on October 24, 2024, the Merced County Association of Governments adopted a multijurisdictional Local Roadway Safety Plan; and,

WHEREAS, this action consists of adopting Volume 2 “City of Atwater” portion of the Multijurisdictional Local Roadway Safety Plan ; and,

WHEREAS, the proposed adoption of the roadway safety plan would not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community; and,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Atwater does hereby adopt the Local Roadway Safety Plan prepared by MCAG for the City of Atwater.

The foregoing resolution is hereby adopted this 12th day of November 2024.

AYES:
NOES:
ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

City of Atwater

1

Collision Analysis

Chapter 2 of Caltrans' Local Roadway Safety Manual (LRSM) instructs safety practitioners to "consider a wide range of data sources to get an overall picture of the safety needs." To this end, this Local Roadway Safety Plan will be data-driven and synthesize findings from collision records alongside input from key stakeholders, a technical advisory group, and staff.

Collision records on roadways in Atwater from 2015 to 2022 were investigated to describe historic collision trends and identify high-risk locations. This information acts as a primary resource for this Plan, providing the underlying data to support key analyses.

The data-driven process for the creation of this Plan includes:

- **Examination of Collision Trends**
Review of collision statistics to evaluate when, where, and why collisions occur and who is involved.
- **Development of a High-Injury Network**
Identification of roadways where most injury collisions are concentrated for targeted intervention.
- **Development of Collision Profiles of Emphasis**
Identification of the most prevalent collision types and contexts based on a combination of collision factors.
- **Creation of a Countermeasure Toolbox**
Identification of effective, nationally proven countermeasures applicable to different collision profiles.
- **Identification of Priority Project Locations**
Identification of locations suitable for project implementation based on collision density and community verification.

The following section will present findings from the first of these stages of data analysis, identifying collision patterns and trends.

A Note on the Data Source

This analysis utilizes data on injury collisions from 2015 through 2022 available through the Transportation Injury Mapping System (TIMS) as of August 2023. TIMS reports injury collisions from the Statewide Integrated Traffic Records System (SWITRS), but excludes collisions that cause property damage only (PDO) and no injuries.

Geographically, the data includes all collisions that occur within the City of Atwater. The data excludes collisions on Route 99, as it is a controlled-access roadway (i.e. freeway), but includes collisions on all other roadways, including State highways and other Caltrans-maintained roadways as well as privately-maintained roadways.

While collision databases like TIMS remain the best source of collision data, they have been found to have certain reporting biases, including:

- Collisions involving people walking, on bicycles, or on motorcycles are less likely to be reported than collisions with people driving
- Property damage only collisions are less likely to be reported compared to more severe collisions
- Younger victims are less likely to report collisions
- Alcohol-involved collisions may be underreported

Race, income, immigration status, and English proficiency may also impact reporting, but there is limited research on these factors.

Figure 1.1
Injury Collisions by Year,
2015-2022

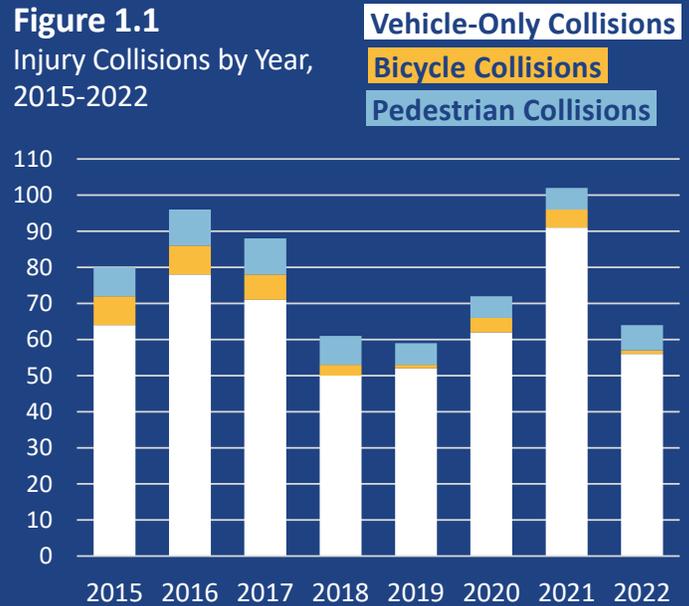


Figure 1.2
KSI Collisions by Year,
2015-2022

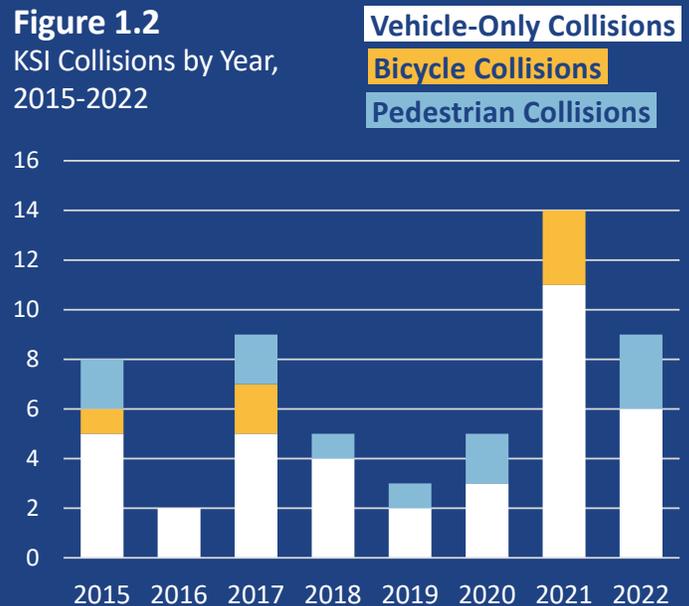
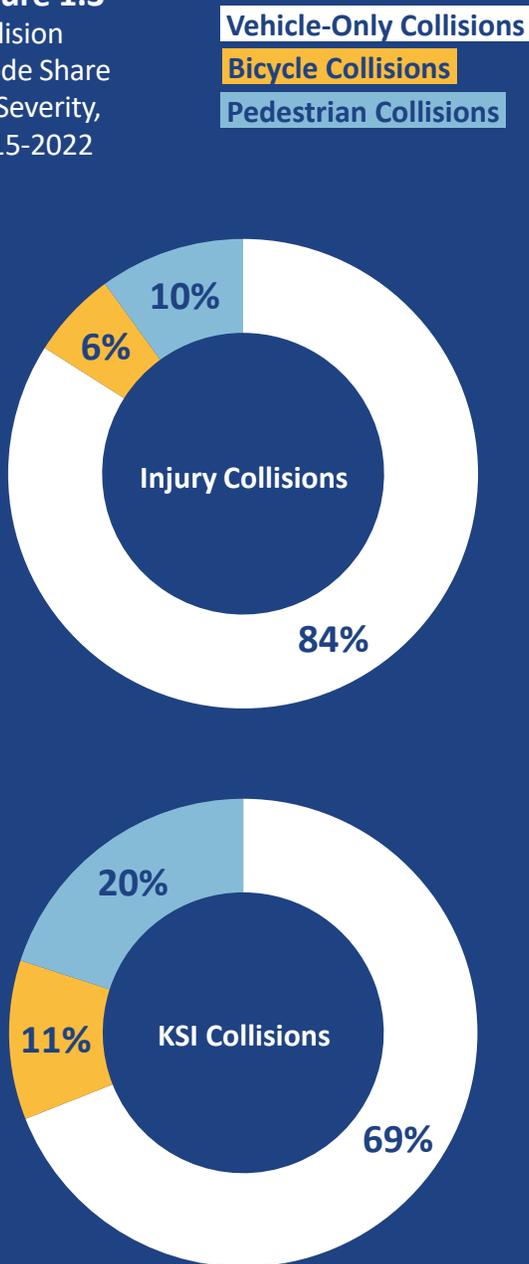


Figure 1.3
Collision
Mode Share
by Severity,
2015-2022



Collisions by Year and by Mode

The table below provides a summary of the number of collisions in Atwater by mode and severity within the dataset, which includes all collisions that resulted in injury or fatality. From 2015 to 2022, there were a total of 621 injury collisions, of which 55 were KSI collisions: collisions where someone was killed or severely injured.

Collision Summary	Total	KSI
Total	621	55
Bicycle	37	6
Pedestrian	61	11

Figures 1.1 and **1.2** show the temporal trends of collisions in Atwater. As shown, the annual number of injury collisions in Atwater has fluctuated through the study period, but peaks in 2021, as restrictions associated with the COVID-19 pandemic began to lift. The number of KSI collisions per year over the study period has also fluctuated, but also with the largest increase occurring in 2021. This is in line with national trends in 2020 and 2021, during and after the initial wave of the pandemic, where the number of collisions, especially KSI collisions, have increased despite travel restrictions and decreases in traffic volume.

People walking or biking are particularly vulnerable in the event of a collision, as they lack the protection afforded to them by being inside a motor vehicle. As a result, collisions involving people walking or biking are more likely to result in injury and fatality. As shown in **Figure 1.3**, people walking and biking are involved in 16% of all injury collisions, but 31% of KSI collisions.

Collisions by Collision Type

Figure 1.4 illustrates the share of collisions in the study period that fall into each collision type. As shown, the most common collision types across all injury collisions in Atwater are broadside collisions at 33%, rear-end collisions at 28%, and head-on collisions at 10%.

Taking a closer look at KSI collisions shows a different breakdown. Broadside collisions are also the most common type of KSI collisions, at 24%, followed by vehicle-pedestrian collisions at 20%, and head-on collisions at 16%.

This illustrates the disproportionate impact in severity that collision type can play. For example, while rear-ends account for a large share of overall collisions, they are generally less likely to result in fatalities and severe injuries. By contrast, broadsides and head-ons are more represented amongst KSI collisions, as these typically involve more kinetic energy and result in more serious collision outcomes.

This also further illustrates the significantly disproportionate impact people walking face in the event of a collision, as vehicle-pedestrian collisions are significantly overrepresented in the KSI collision record.

Collisions by Primary Collision Factor

Figure 1.5 illustrates the share of collisions in the study period that are classified under each Primary Collision Factor (PCF). PCFs are cited by the responding officer and are based on that person's judgment of what contributed to the collision. It is important to note that PCFs do not include contextual information about the design aspects of the collision location that could have been primary or secondary contributors to a collision.

In Atwater, the most common PCFs are Vehicle Right of Way Violation at 28% of collisions, Unsafe Speed at 25%, and Improper Turning at 10%.

Taking a closer look at KSI collisions shows a different PCF breakdown percentage. The most common PCFs for KSI collisions are Vehicle Right of Way Violation at 24%, Improper Turning at 18%, and Unsafe Speeds at 15%.

Figure 1.4

Share of Injury Collisions by Collision Type, 2015-2022

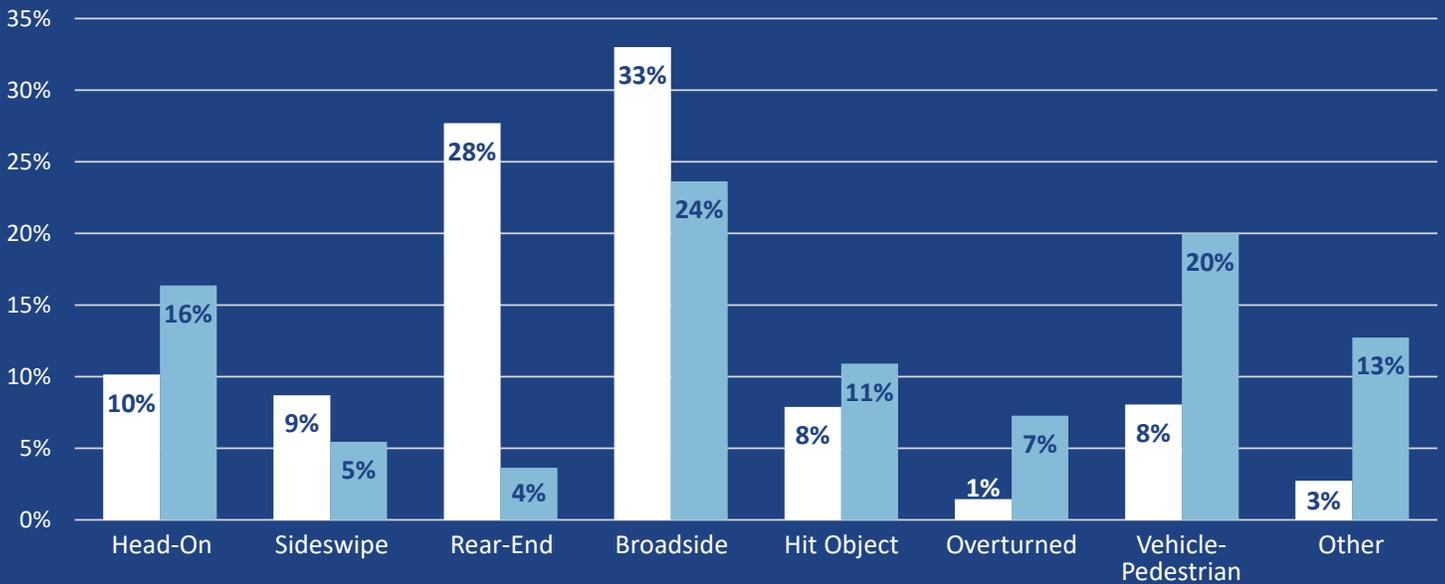
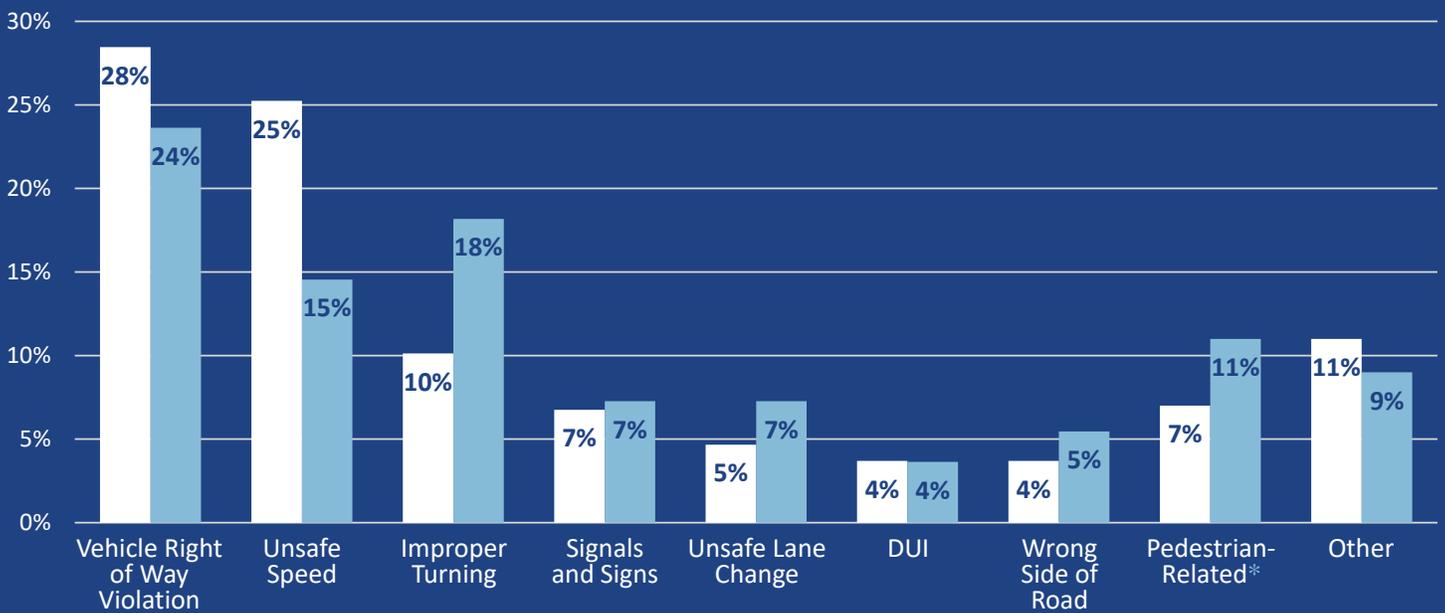


Figure 1.5

Share of Injury Collisions by Primary Collision Factor (PCF), 2015-2022



*** Note on Pedestrian PCF Categories**

The “Pedestrian-Related” category shown here combines two PCF categories: “Pedestrian Violation” and “Pedestrian Right of Way Violation.” The former indicates that the pedestrian violated a rule of the road, such as crossing outside of a crosswalk, where the latter indicates the driver of a vehicle violated the pedestrian’s right of way. The Pedestrian Violation category may be overrepresented due to a lack of clear information related to collision circumstances, and the increased likelihood that the pedestrian party may be unable to provide their side of the incident at the time of the collision. For this reason, we have elected to not show the distinction in these tallies, and instead show all pedestrian-related collisions in one single category.

Collisions by Lighting Conditions

Figure 1.6 illustrates the share of collisions in the study period that occur at night*. As shown, nighttime collisions are overrepresented among KSI collisions. While 27% of all injury collisions occurred at night where streetlights were present and a further 2% occurred where streetlights were not present or present but not functioning, those percentages jump to 32% and 13% for KSI collisions, respectively.

Collisions that occur during nighttime also disproportionately affect people walking, with almost two-thirds of all pedestrian KSI collisions occurring at night.

The concern around lighting is especially relevant given Atwater's small-town context and rural surroundings. There continue to be locations without functional street lighting in the City, and collisions at those locations are disproportionately represented in the KSI collision record. Furthermore, even where streetlights were present, the quality of the lighting can vary widely. Factors that may contribute to the quality of streetlights include lights being insufficiently bright, placed too widely apart, or poor quality of lighting for people walking on the sidewalk, as streetlights are often designed primarily for vehicles in travel lanes.

* Nighttime collisions are defined as those collisions whose lighting information is not reported as "daylight".

Driving Under the Influence (DUI)

Figure 1.7 illustrates the share of collisions of various types in the study period that involved at least one party driving under the influence (DUI). Drugs or alcohol increase the likelihood of increased crash severity. As shown, the number of DUI collisions are overrepresented amongst KSI collisions. While 9% of all injury collisions involve drugs or alcohol in Atwater, 23% of KSI collisions do.

These percentages reflect the portion of collisions involving one or more parties determined to be under the influence of drugs or alcohol. Driving under the influence may not always be listed as the primary collision factor even if a driver is found to be under the influence.

Figure 1.6
Nighttime
Collisions,
2015-2022

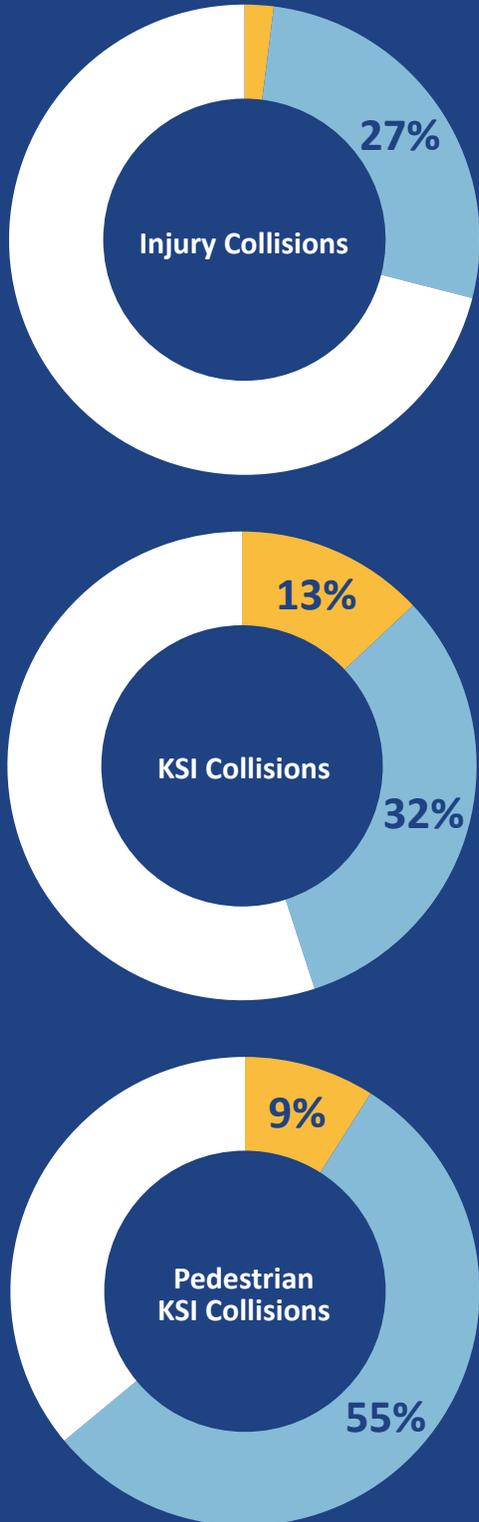
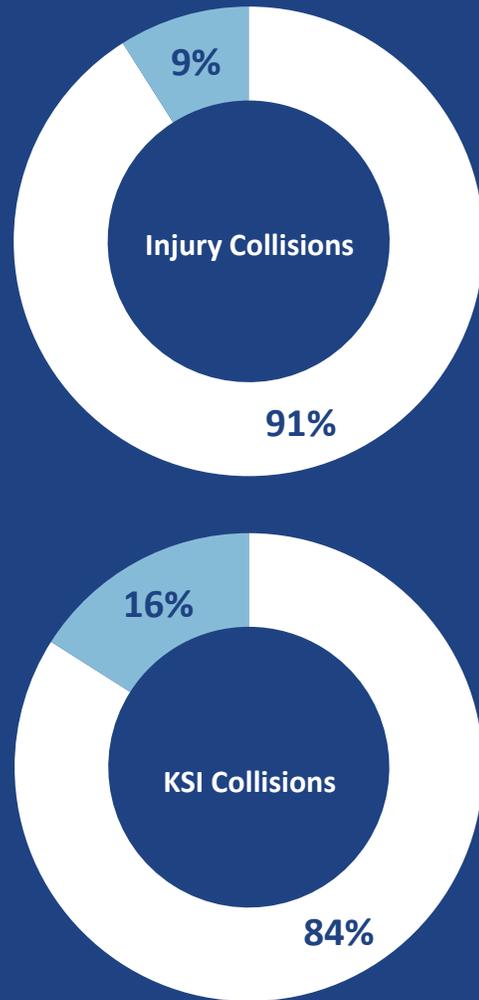


Figure 1.7
DUI Collisions,
2015-2022



Collisions by Pedestrian Location

Figure 1.8 illustrates for pedestrian-involved collisions the location of the pedestrian(s) at the time of collision. The most common location for pedestrians at the time of collisions is crossing the street, whether at a marked crosswalk (43%) or not (21%). This is followed by walking in or along the shoulder of the roadway, at 13%, and collisions with the pedestrian(s) not on the roadway at all, at 11%. For pedestrian KSI collisions, crossing at and not at a crosswalk were equally common at 27%, followed by walking in or along the shoulder of the roadway and not in road at 18% each.

This data illustrates the importance of both the presence and appropriate design of sidewalks, crosswalks and other similar pedestrian facilities that help reduce the risk of people being struck by separating them from moving vehicles.

Furthermore, the high number of collisions occurring with people walking in the roadway or shoulder or crossing not at crosswalks shows that there are pedestrian desire lines currently unserved by sidewalks and existing crosswalks. This points to the need for improving the coverage of pedestrian infrastructure and closing gaps.

Collisions by Day of Week

Figure 1.9 illustrates the share of collisions in the study period by day of week. As shown, while injury collisions are overall fairly evenly distributed across the seven days of the week, KSI collisions are heavily concentrated on the weekends, with 44% of KSIs occurring on Saturday and Sunday.

Figure 1.8

Share of Pedestrian-Involved Injury Collisions by Pedestrian Location at Time of Collision, 2015-2022

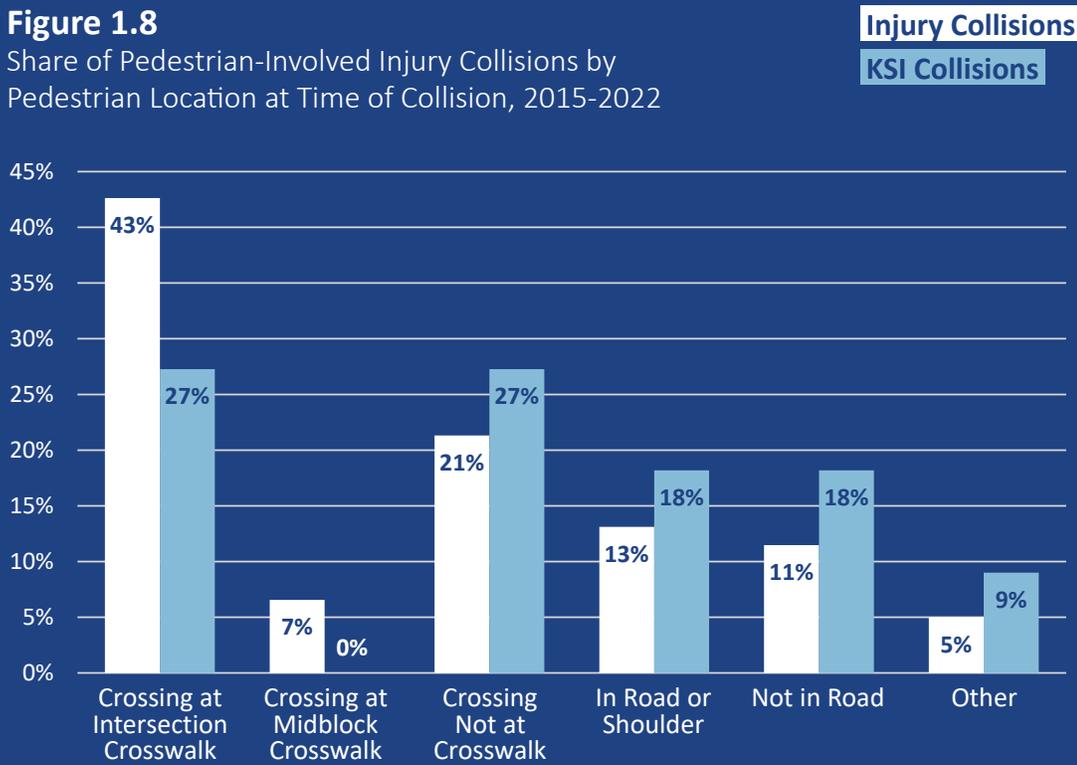
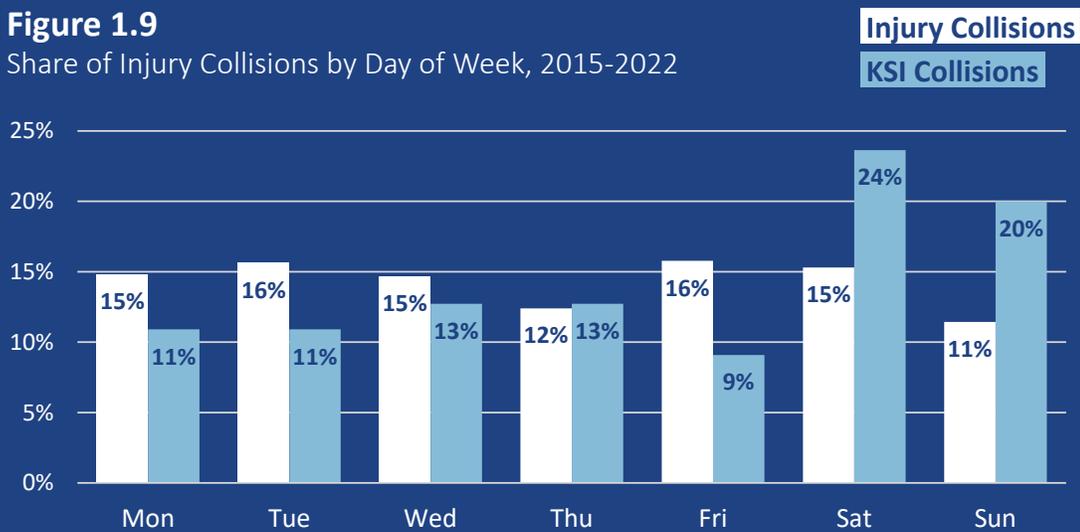


Figure 1.9

Share of Injury Collisions by Day of Week, 2015-2022

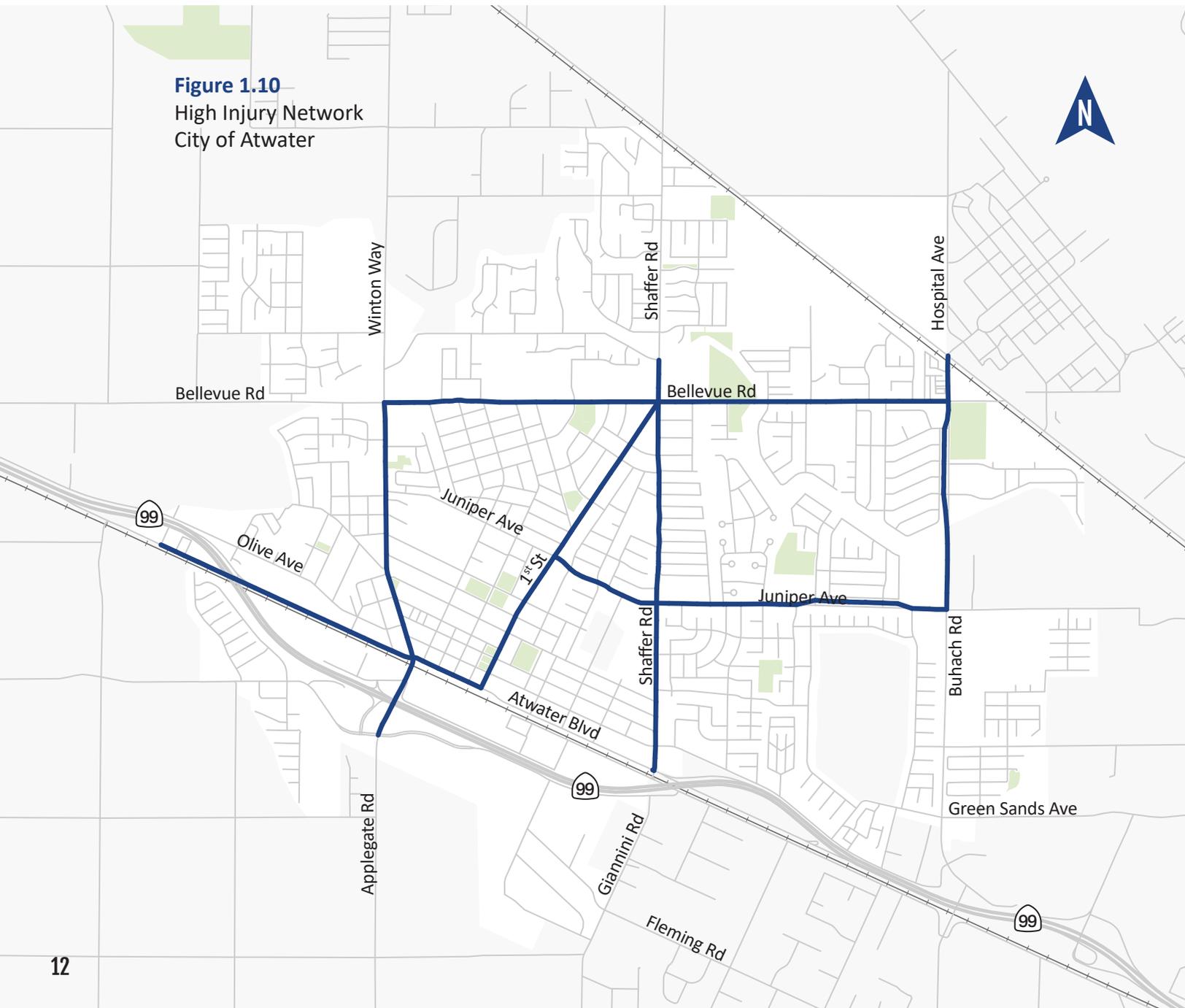


High Injury Network

From the collision data, a High Injury Network was developed to identify the roadways in Atwater with the highest levels of injury collisions, as shown on **Figure 1.10**.

The High Injury Network consists of just 9% of the roadway network in Atwater, but is the site of the majority of injury collisions. Of the 621 collisions that occurred during the study period, 409, or 66%, were located along the network. 55 of these study period collisions were KSIs, of which 34, or 62%, were located along the network.

Figure 1.10
High Injury Network
City of Atwater





ATWATER

FIRST

STOP

Equity Considerations

Both Merced County and the larger Central Valley region have historically been subject to underinvestment and marginalization. As a result, most of the region, including most areas within the six cities covered by this Plan, are identified as disadvantaged by the various criteria used by the state and Federal governments.

The Federal government has introduced a number of tools used to identify disadvantaged communities. In particular, two of these, the Climate and Economic Justice Screening Tool (CEJST) and the Equitable Transportation Communities (ETC) Explorer, are of particular note, as they see extensive use by the Federal Department of Transportation (DOT) in delineating disadvantaged areas, especially as part of grant funding opportunities.

Climate and Economic Justice Screening Tool (CEJST)

The Climate and Economic Justice Screening Tool (CEJST) is maintained by the Federal Council on Environmental Quality and used by many Federal programs as a means of identifying disadvantaged communities. Census tracts are screened based on a variety of factors, including climate, energy, health, housing, transportation, legacy pollution, waste, and workforce development.

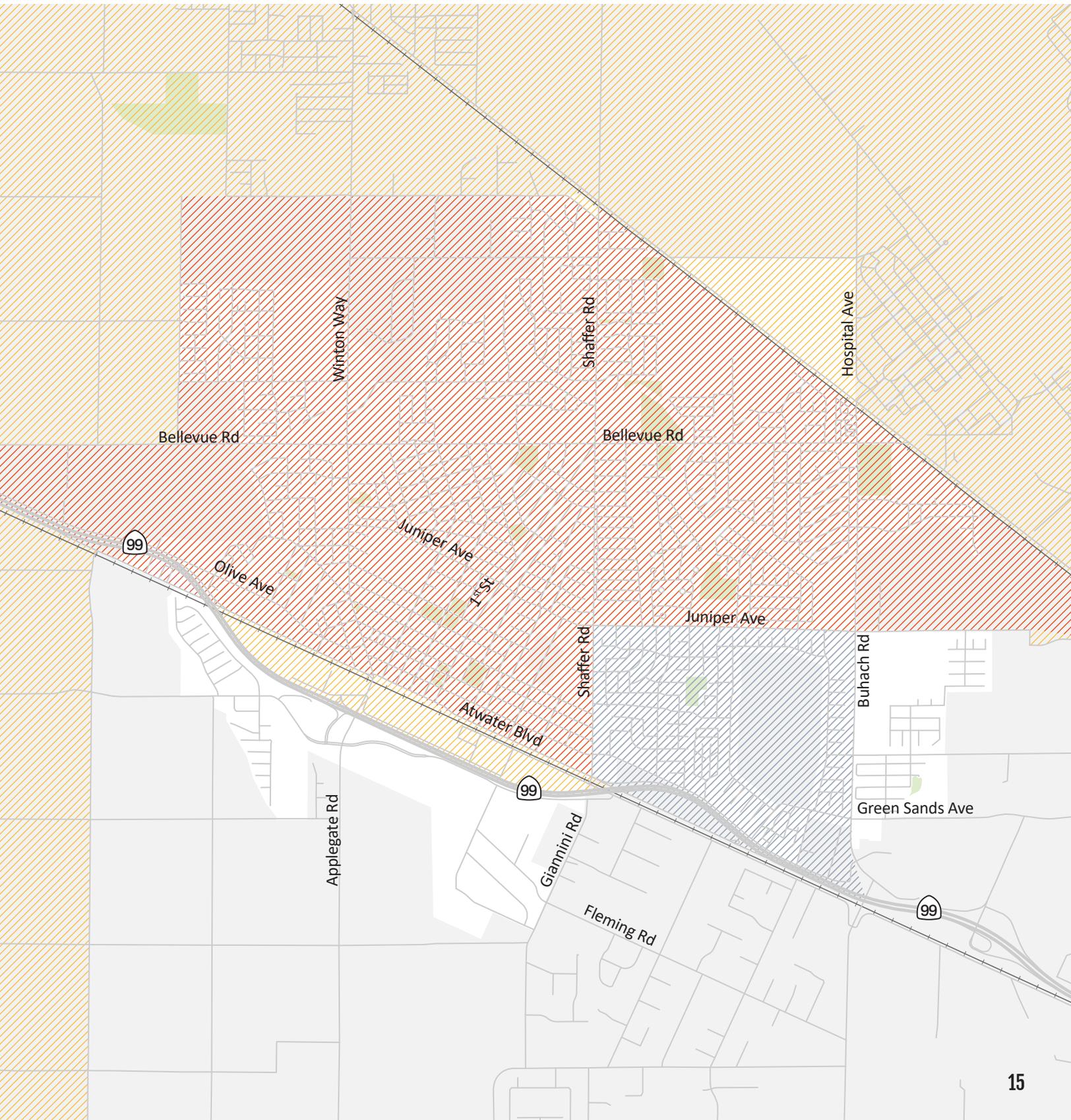
Equitable Transportation Communities (ETC) Explorer

The US Department of Transportation (DOT) created Equitable Transportation Communities (ETC) Explorer as part of its Justice40 initiative to complement the CEJST by providing additional insight into transportation factors specifically. The ETC Explorer is meant to capture the cumulative burden of underinvestment in transportation in a community.

Figure 1.11 shows areas in Atwater identified as disadvantaged under these two criterion. As shown, almost the entirety of the Atwater, as well as all the unincorporated areas to the north of the city, is identified as disadvantaged by both metrics. The far southeastern corner of the city and the far southern fringes of the city south of SR 99 are the only areas not identified by either metric. The vast majority of collisions in Atwater occur within these disadvantaged areas, including 95% of all injury collisions and 93% of all KSI collisions.

Figure 1.11
CEJST and ETC Explorer Results
City of Atwater

-  identified as disadvantaged by CEJST
-  identified as disadvantaged by ETC Explorer
-  identified as disadvantaged by both



City of Atwater

2

Collision Profiles

Through a systemic analysis of collision records, collision profiles were identified to represent the most significant patterns behind injury collisions - and especially KSI collisions - in the region. Seven such profiles, identified with the letters "A" through "G" were identified across the region, with each one applicable to one, several, or all of the communities covered by this LRSP.

Atwater is covered by six of these profiles:

- A. Driving Under The Influence
- B. Dark Conditions
- C. Side Street Stop-Controlled Intersections
- D. Excessive Roadway and Lane Widths Leading To Speeding
- E. Driveway Clusters on Arterials
- F. Non-Standard Intersection Geometry

The following pages contain cutsheets that present each collision profile, along with the following information:

- Description and associated information about each profile
- Number of collisions associated, including number of KSI collisions among those (note that profiles are not mutually exclusive; collisions can fall under multiple profiles, and totals will exceed 100%)
- A map of collision locations

Engineering countermeasures that can potentially address these collisions are also presented with each profile. The full suite of engineering countermeasures can be found in **Chapter 3** of **Volume I**.



Driving Under The Influence

Injury	KSIs		
89	17	4	9
(14%)	(31%)	(4%)	(10%)

Driving under the influence is a significant contributor to injury collisions, especially and disproportionately to collisions that cause someone to be killed or severely injured (KSI).

DUIs are clustered around the weekend and around nighttime. Across the region, 54% of all DUI collisions occurred on Friday, Saturday, and Sunday, and 65% occurred in the dark.

However, it is important to note that a substantial number of DUI collisions occurred outside these time periods as well.

Non-engineering interventions will need to be the primary means of addressing these challenges, but may be supplemented with the listed engineering countermeasures that aim to make roadway designs more forgiving in general.

Potential Supplemental Engineering Countermeasures

	Separated Bikeway		Safety Edge		Raised Median		Red Light Cameras
	Add Sidewalk		Guardrail		Delineators, Reflectors, and/or Object Markers		Speed Sensitive Rest in Red Signal
	Rumble Strips		Roundabout		Speed Limit Reduction		Curve Advance Warning Sign
	Improved Pavement Friction		Intersection Reconstruction and Tightening		Remove Obstructions For Sightlines		Chevron Signs on Horizontal Curves
	Speed Feedback Sign		LED-Enhanced Sign		Upgrade Striping		Signal Coordination/Green Wave

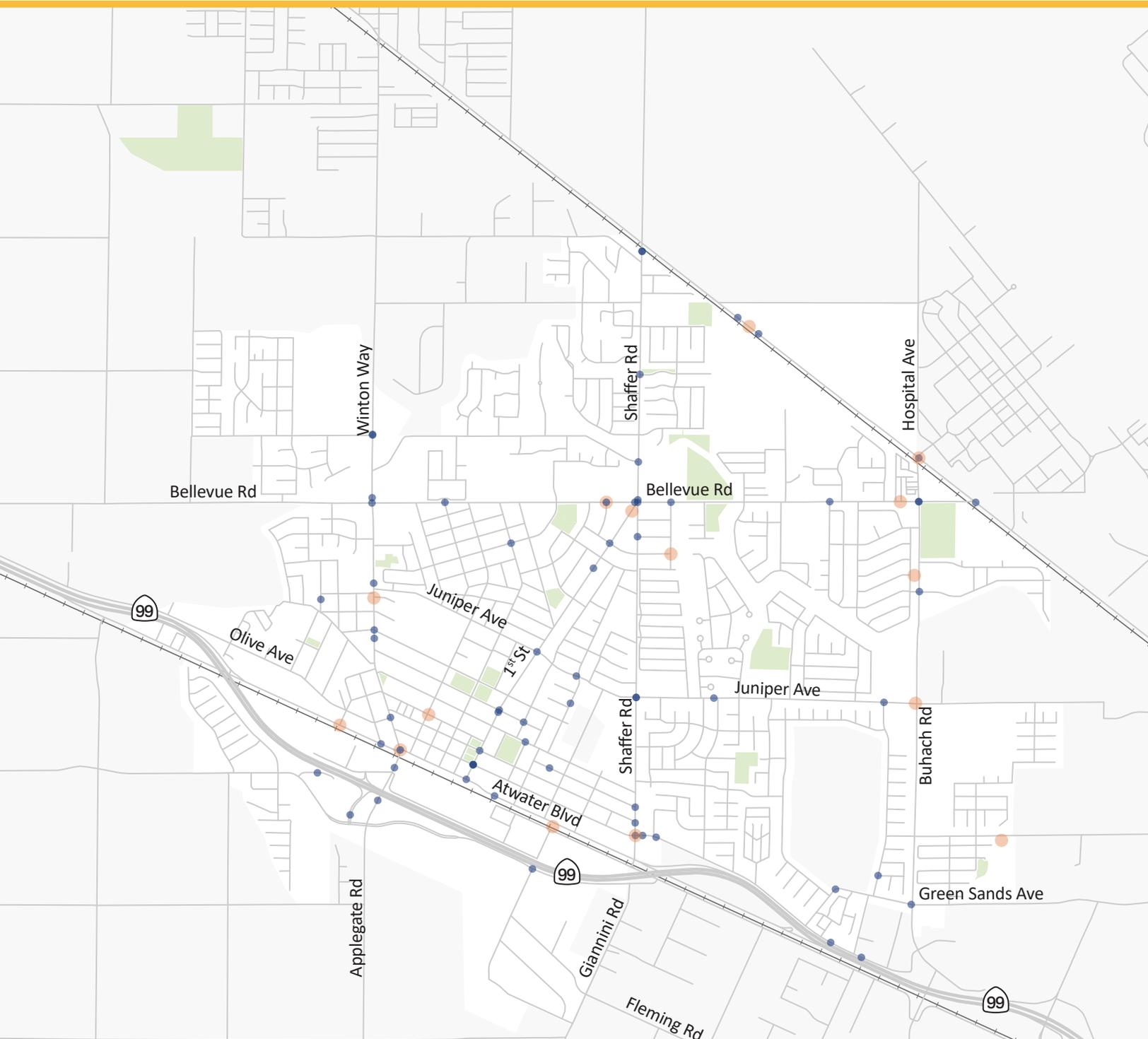


Figure 1.12
 Profile A Collisions
 City of Atwater

- KSI collisions
- Other injury collisions





Dark Conditions

Injury	KSIs		
179	25	6	21
(25%)	(45%)	(3%)	(12%)

A substantial number of collisions are occurring in the nighttime across the region. Based on the percentage of nighttime collisions, meaningful progress toward reducing collisions will require improvements that enhance nighttime visibility such as lighting, retroreflective signage, and sightline improvements.

Potential Engineering Countermeasures

	Separated Bikeway		Raised Crosswalk		Speed Limit Reduction		Leading Pedestrian Interval
	Rumble Strips		Raised Median		Remove Obstructions For Sightlines		Rectangular Rapid Flashing Beacon
	Safety Edge		Intersection Lighting		Add Sidewalk		Retroreflective Tape on Signals
	Guardrail		Segment Lighting		High-Visibility Crosswalk		Advance Stop Bar
	Intersection Reconstruction and Tightening		Delineators, Reflectors, and/or Object Markers		Pedestrian Hybrid Beacon		Advance Yield Markings
	Chevron Signs on Horizontal Curves		Curve Advance Warning Sign		Upgrade Striping		

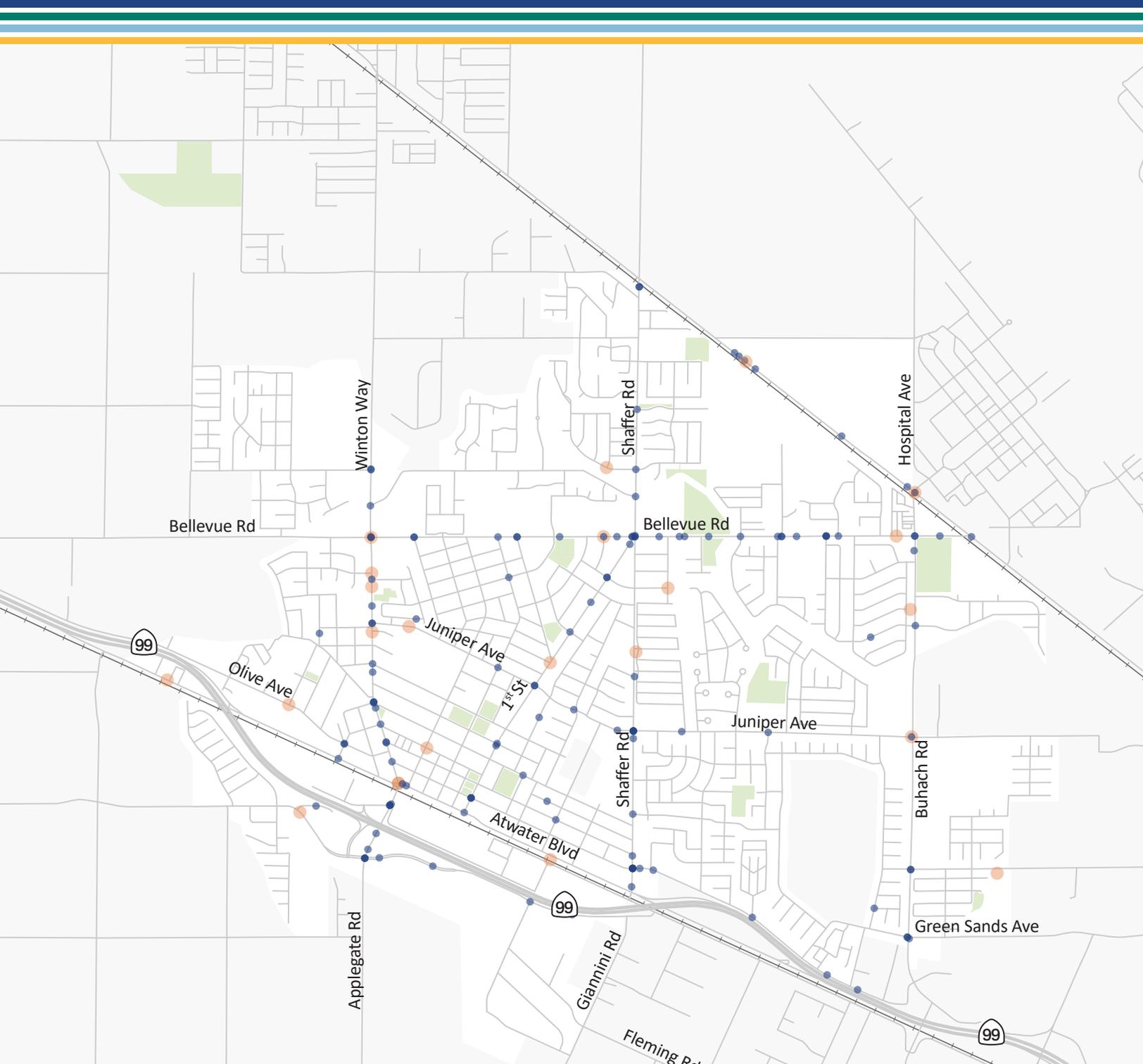


Figure 1.13
 Profile B Collisions
 City of Atwater

- KSI collisions
- Other injury collisions



PROFILE C



Side Street Stop-Controlled Intersections

Injury	KSIs		
203	18	13	20
(33%)	(33%)	(6%)	(10%)

Similar to permissive left-turn operations, the question of who has right-of-way can be confusing for drivers in side street stop-controlled intersections as well as accurately judging and using a gap in traffic can also be challenging. Also similar to permissive left-turn operations, high traffic volumes, high speeds, and limited visibility due to roadway width on the major crossing contribute to risk at these locations.

Side street stop-controlled intersections often are accompanied by either an uncontrolled crossing of the major roadway, or no crossing altogether, and a long series of side street stop-controlled

intersections will likely create long stretches of the major roadway without protected crossings for people walking, biking or otherwise needing to cross the major street.

Atwater saw a total of 203 collisions at side-street stop-controlled intersections, accounting for a quarter of all injury crashes within the city. Of the collisions, 18 were KSIs and 33 involved bicycles or pedestrians. The top primary collision factors (PCFs) were vehicle right-of-way violations, accounting for a third of all such collisions, followed by speeding at 30%.



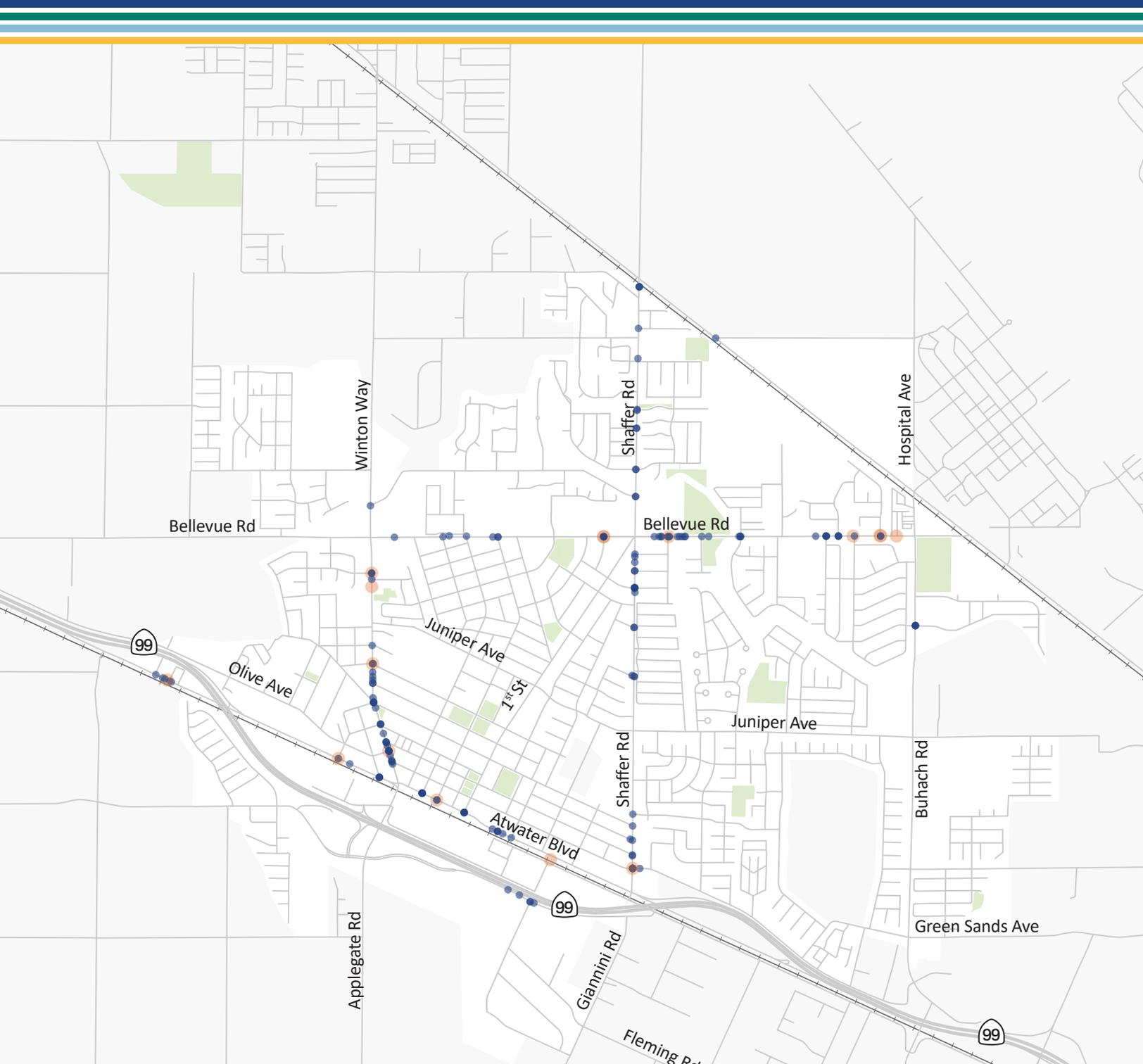


Figure 1.13
 Profile C Collisions
 City of Atwater

- KSI collisions
- Other injury collisions





Side Street Stop-Controlled Intersections

Injury	KSIs		
203	18	13	20
(33%)	(33%)	(6%)	(10%)

Potential Engineering Countermeasures

Extend Bike Lane to Intersection	Prohibit Left Turn	Road Diet	Upgrade Uncontrolled Pedestrian Crossings	Widen Sidewalk
Green Conflict Striping	Lane Narrowing	Splitter Island	Curb Extensions	Rectangular Rapid Flashing Beacon
Separated Bikeway	Median Guardrail	Straighten Crosswalk	High-Visibility Crosswalk	Intersection Reconstruction and Tightening
All-Way Stop Control	Partial Closure/ Diverter	Intersection Lighting	Pedestrian Hybrid Beacon	Restrict Left Turns with Directional Median Openings
Centerline Hardening	Raised Crosswalk	Delineators, Reflectors, and/or Object Markers	Leading Pedestrian Interval	Advance Yield Markings
Advance Stop Bar	Raised Intersection	Speed Limit Reduction	Remove Crossing Prohibition	Speed Feedback Sign
Roundabout	Raised Median	Remove Obstructions For Sightlines	Restripe Crosswalk	Striping Through Intersection
Signal	Refuge Island	Add Sidewalk	Upgrade Curb Ramp	Time-Based Turn Restriction
Upgrade Striping	Flashing Beacon as Advance Warning	Yield To Pedestrians Sign	Signal Coordination/ Green Wave	Upgrade Intersection Pavement Markings
Bus Stop Relocation/ Enhancements				



Excessive Roadway and Lane Widths Leading To Speeding

Injury	KSIs
25%	15%

The region’s agricultural heritage has resulted in many roadways that are designed to be wide enough to accommodate larger vehicles, such as trucks and farm equipment. However, many of these design features are no longer necessary as many areas become more residential or retail-oriented in character.

Many roadways around the region feature more vehicle travel lanes than their demand necessitates, which can influence driver behavior towards higher speeds. Moreover, many of the region’s roadways feature travel lanes that are wider (often significantly so) than the recommended maximum of 11ft,

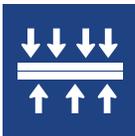
which is another major contributor to speeding behavior. High speeds on roadways not only poses risks for vehicles, but also make them less comfortable to walk or ride along and to cross for bicyclists and pedestrians.

Speeding is a major contributor to injury collisions in the region. It is cited as the primary collision factor for nearly a quarter of all injury collisions in the study area, as well as 14% of all KSI collisions. It is also important to note that speeding can also be a factor in other collisions where it is not cited as the primary collision factor, and that the number of speeding-related collisions in the region is likely higher.

Potential Engineering Countermeasures

Bike Lane	Raised Crosswalk	Add Sidewalk	Extend Pedestrian Crossing Time	Speed Legends on Pavement at Neighborhood Entries
Extend Bike Lane to Intersection	Raised Intersection	Curb Extensions	Extend Yellow and All Red Time	Neighborhood Traffic Circle
Green Conflict Striping	Refuge Island	High-Visibility Crosswalk	Shorten Cycle Length	Remove Obstructions For Sightlines
Separated Bikeway	Road Diet	Pedestrian Hybrid Beacon	Advance Stop Bar	Signal Coordination/ Green Wave
Rectangular Rapid Flashing Beacon	Improved Pavement Friction	Remove Crossing Prohibition	Advance Yield Markings	Speed Hump or Speed Table
Improved Pavement Friction	Partial Closure/ Diverter	Restripe Crosswalk	Curve Advance Warning Sign	Intersection Reconstruction and Tightening
Safety Edge	Speed Limit Reduction	Widen Sidewalk	Speed Feedback Sign	Delineators, Reflectors, and/or Object Markers
Lane Narrowing	Back-In Angled Parking			

PROFILE E



Driveway Clusters on Arterials

Injury	KSIs		
37	3	2	6
(6%)	(6%)	(5%)	(16%)

Atwater features many instances of the land use typology of suburban, parking-fronted shopping centers along high-speed, multi-lane arterials that feature frequent driveway ingresses and egresses. Frequent interactions between fast-moving arterial traffic with slow traffic turning from or to driveways is a significant risk factor, with left turns to or from such driveways being particularly conflict-prone. Higher densities of these driveways add additional complexity and risk. These contexts are particularly problematic for people walking and biking, who must also interact with frequent driveway crossings while traveling on sidewalks or bike facilities in such areas. These areas are also likely to feature higher volumes of walking and biking, as they are often significant destinations featuring essential retail and services.

In Atwater, this typology is found along Bellevue Road from Third Street and Elmer Wood Elementary School to Constitution Drive and Osborn Park. A total of 37 collisions occurred at driveway clusters along this short, three-quarter mile stretch, accounting for 6% of all citywide collisions. This included 8 collisions involving bikes and pedestrians, and 3 KSI collisions. The predominant PCFs were speeding, right-of-way violations, and improper turning, accounting for more than two-thirds of these collisions.

The engineering countermeasures below should be supplemented with land use improvements, such as enhancing pedestrian access through parking lots, changes to land use that feature more street-fronted development.

Potential Engineering Countermeasures

Bike Lane	Partial Closure/Diverter	Speed Limit Reduction	Advance Yield Markings	Co-Locate Bus Stops and Pedestrian Crossings
Extend Bike Lane to Intersection	Raised Median	Remove Obstructions For Sightlines	Striping Through Intersection	Prohibit Left Turn
Green Conflict Striping	Refuge Island	Add Sidewalk	Upgrade Intersection Pavement Markings	Raised Crosswalk
Separated Bikeway	Road Diet	Curb Extensions	Upgrade Striping	Access Management/Close Driveway
Improved Pavement Friction	Splitter Island	Upgrade Curb Ramp	Yield To Pedestrians Sign	Restrict Left Turns with Directional Median Openings
Lane Narrowing	Access Management/Close Driveway	Widen Sidewalk	Shared-Use Path	Segment Lighting
Median Guardrail				

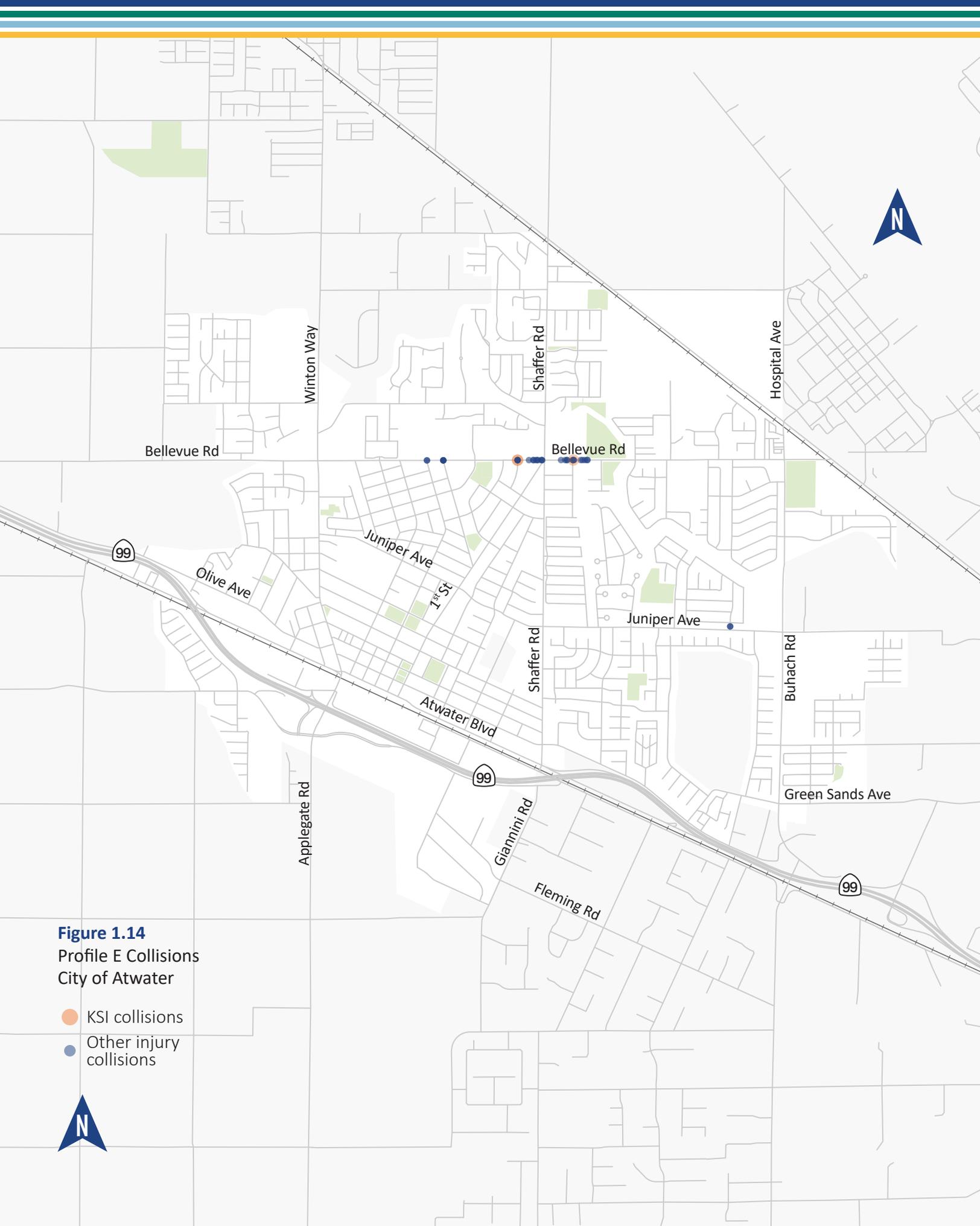


Figure 1.14
 Profile E Collisions
 City of Atwater

- KSI collisions
- Other injury collisions

PROFILE F



Non-Standard Intersection Geometry

Injury	KSIs		
85	8	6	7
(14%)	(15%)	(7%)	(8%)

Atwater features a number of intersections with more than four legs and/or roadways intersecting at non-right angles, which contributes to limited visibility, especially for turning traffic. Moreover, these intersections tend to be large by virtue of their geometry, which lengthens crossing distances and makes them especially difficult to navigate for people biking and walking. They also can feature slip lanes for certain turning movements that allow free flow turning traffic to proceed at higher speeds, which poses additional risk for people walking and biking as well conflicting traffic.

In Atwater, these include the five-way intersection of Bellevue Road, Shafter Road, and First Street; the intersection of Shafter Road and Atwater Boulevard; the intersection of First Street and Linden Street; and a series of intersections along Winton Drive near Downtown. Despite being a small subset of the road network, these intersections combined saw 85 collisions – more than 13% of the citywide total, of which 8 were KSI collisions and 13 involved bicycles or pedestrians. Speeding and vehicle right-of-way violations were the top PCF categories, accounting for nearly two-thirds of collisions.



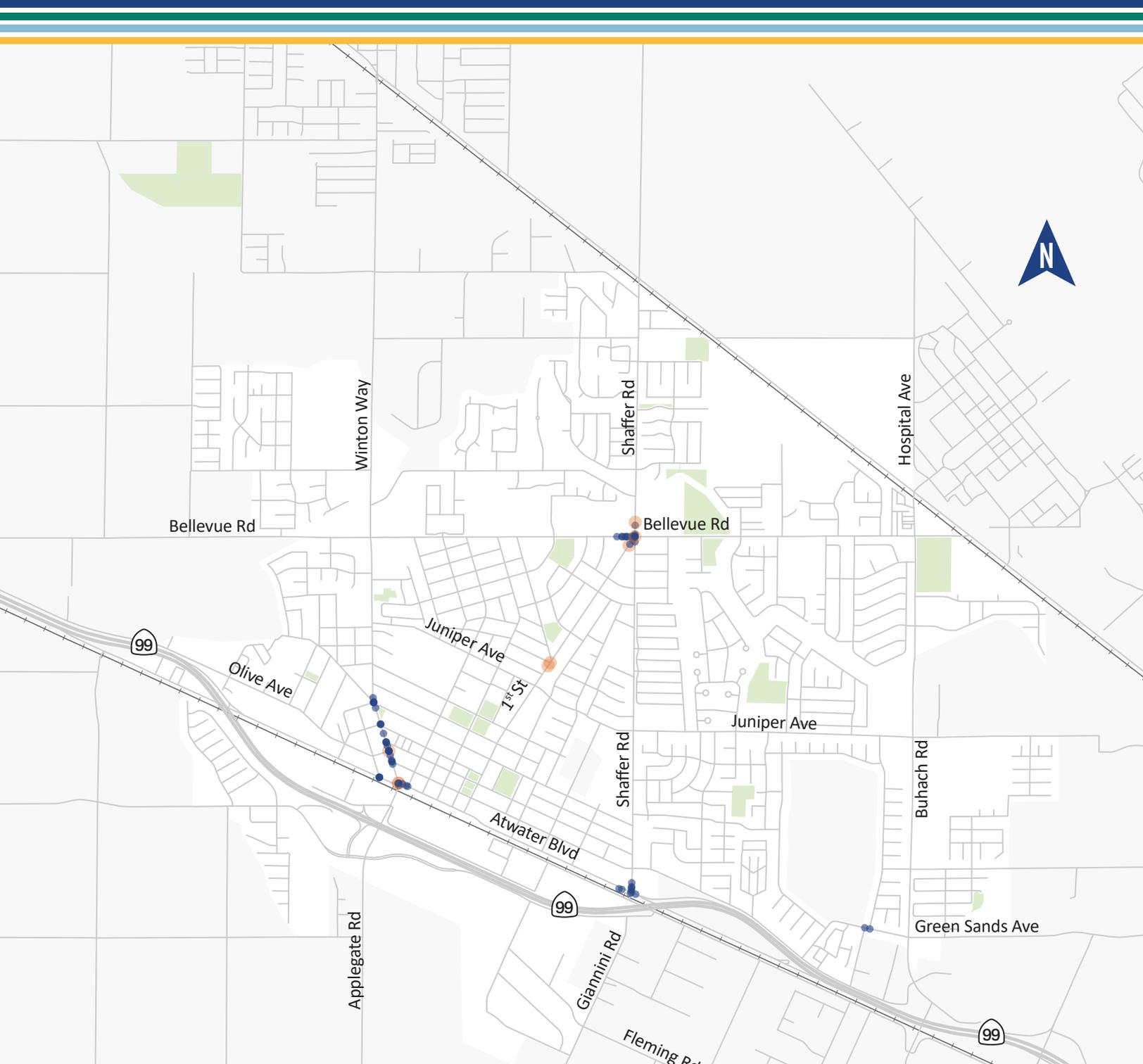


Figure 1.15
 Profile F Collisions
 City of Atwater

- KSI collisions
- Other injury collisions





Non-Standard Intersection Geometry

Injury	KSIs	6	7
85	8	(7%)	(8%)
(14%)	(15%)		

Potential Engineering Countermeasures

Bicycle Crossing (Solid Green Paint)	Separated Bikeway	Lane Narrowing	Delineators, Reflectors, and/or Object Markers	Pedestrian Hybrid Beacon
Bicycle Signal/ Exclusive Bike Phase	Two-Stage Turn Queue Bike Box	Protected Intersection	Speed Limit Reduction	Leading Pedestrian Interval
Bike Box	Extend Green Time For Bikes	Raised Crosswalk	Remove Obstructions For Sightlines	Remove Crossing Prohibition
Bike Detection	All-Way Stop Control	Raised Intersection	Add Sidewalk	Restripe Crosswalk
Bike Lane	Centerline Hardening	Refuge Island	Upgrade Uncontrolled Pedestrian Crossings	Upgrade Curb Ramp
Extend Bike Lane to Intersection	Roundabout	Road Diet	Curb Extensions	Widen Sidewalk
Floating Transit Island or Bus Boarding Island	Signal	Straighten Crosswalk	High-Visibility Crosswalk	Rectangular Rapid Flashing Beacon
Green Conflict Striping	Intersection Reconstruction and Tightening	Intersection Lighting	Pedestrian Countdown Timer	Retroreflective Tape on Signals
Supplemental Signal Heads	Prohibit Left Turn	Shorten Cycle Length	Advance Yield Markings	Close or Reconfigure Approaches
Advanced Dilemma Zone Detection	Prohibit Turns During Pedestrian Phase	Signal Coordination/ Green Wave	Striping Through Intersection	Yield To Pedestrians Sign
Extend Pedestrian Crossing Time	Protected Left Turns	Speed Sensitive Rest in Red Signal	Upgrade Intersection Pavement Markings	Wayfinding
Extend Yellow and All Red Time	Prohibit Right-Turn-on-Red	Upgrade Signal Head	Upgrade Striping	Advance Stop Bar
Pedestrian Scramble	Separate Right-Turn Phasing			





CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: November 12, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Deputy City Manager/Community Development Director
PREPARED BY: John Seymour, City Engineer
SUBJECT: **Approve a Design Services Agreement between the City of Atwater and Mark Thomas for the Preparation of the Project Study Report for the Buhach Road Widening Project** (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3507-24 approving a Design Services Agreement, in a form approved by the City Attorney, to Mark Thomas Company of Fresno, CA in an amount not to exceed \$173,352 for the preparation of the Project Study Report for the Buhach Road Widening Project; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

I. BACKGROUND/ANALYSIS:

MCAG hosted an Eastside Regional Technical working group meeting on August 23, 2023, regarding the applications for funding. On October, 4, 2023, the Eastside regional projects committee met to vote on project programming and recommendations to the governing board. The Merced County Association of Governments governing board met on November 16, 2023 approving funding for the Buhach Widening at Livingston Canal Project.

On January 18, 2024 MCAG formally approved the 2023 Measure V implementation Plan for the Buhach widening at Livingston Canal Project. MCAG staff developed a Draft Master Measure V Regional Project Funding Agreement and refined it with input from member agencies. The City of Atwater approved the Master Measure V Regional project Funding Agreement at its regular meeting of the City Council on December 10, 2018. The Measure V Regional Project Funding Agreement (project specific) includes an estimated project completion date, requires the initiation of consultant contracts and/or start of construction within six (6) months from the execution date of the agreement, and requires MCAG to receive and process invoices for member agency reimbursement within thirty (30) days.

On August 6, 2024 the city of Atwater began advertising for the Request for Proposals for the PSR-PDS on the Buhach Road Widening Project. Proposals were received on September 5, 2024. Having reviewed and scored the proposals received, staff recommends the City Council select Mark Thomas for award, and approve the Design Services Agreement.

II. FISCAL IMPACTS:

The total fiscal impact of this contract is \$173,352.00. Sufficient funding is available via the Measure V regional sales tax. The city has been authorized up to \$200,000 for the preparation of the PSR-PDS document.

III. LEGAL REVIEW:

The Final contract shall be in a form as approved by the City Attorney.

IV. EXISTING POLICY:

This item is consistent with the Circulation element of the city's currently adopted General Plan.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This has been routed to all relevant departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to comment on this item prior to City Council Action.

VIII. ENVIRONMENTAL REVIEW:

This project/item is exempt under the provisions of the California Environmental Quality Control Act.

IX. STEPS FOLLOWING APPROVAL:

Following approval, City Council will direct the City Manager or his designee to execute the design services agreement with Mark Thomas and Company.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution Buhach PSR-PDS (1)
2. Template Design Services Agreement (2024) - Task Order-c1



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A DESIGN SERVICES AGREEMENT FOR THE PREPARATION OF THE PSR-PDS FOR THE BUHACH ROAD WIDENING PROJECT WITH MARK THOMAS & COMPANY OF FRESNO, CA.

WHEREAS, Measure V is a county-wide, half-cent Transportation Sales Tax Measure approved by Merced County voters in November 2016, under which MCAG is authorized to administer the proceeds; and

WHEREAS, The Merced County Association of Governments and the City of Atwater entered into a Measure V Regional funding agreement for the preparation of the PSR-PDS for the Buhach Road Widening Project; and

WHEREAS, This item is not a "Project" as defined under Section 21065 of the Public Resources Code in that it would not directly or foreseeably indirectly significantly impact the physical environment; therefore this item is not subject to analysis under the California Environmental Quality Act (CEQA); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve a Design Services Agreement, in a form approved by the City Attorney, to Mark Thomas Company of Fresno, CA in an amount not to exceed \$173,352 for the preparation of the Project Study Report for the Buhach Road Widening Project.

The foregoing resolution is hereby adopted this 12th day of November 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

*****MODEL - REMOVE THIS TITLE WHEN USED*****

*****FOR DESIGN SERVICES ONLY**

*****PLEASE NOTE: THIS DESIGN SERVICES AGREEMENT MAY ONLY BE USED TO CONTRACT FOR DESIGN SERVICES. FOR ALL OTHER PROFESSIONAL SERVICES, PLEASE USE THE MODEL PROFESSIONAL SERVICES AGREEMENT*****

**CITY OF ATWATER
DESIGN SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into as _____, 20____ by and between the City of Atwater, a public agency organized and operating under the laws of the State of California with its principal place of business at _____ (“City”), and *****INSERT NAME*****, a *****INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***** with its principal place of business at *****INSERT ADDRESS***** (hereinafter referred to as “Designer”). City and Designer are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Designer. Designer desires to perform and assume responsibility for the provision of certain professional design services required by the City on the terms and conditions set forth in this Agreement. Designer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Designer is a corporation or other organization, the Project Designer designated pursuant to Section 3.2, and not the Designer itself, shall be fully licensed to practice as an architect and/or engineer in the State of California.

2.3 Project. City desires to engage Designer to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issues pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

3. TERMS

3.1 Employment of Designer.

3.1.1 Scope of Services. Designer promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “D”. All

Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and, as is consistent with the generally accepted professional standard of care, applicable local, state and federal laws, rules and regulations. All Services performed by Designer shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. **[INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE:** Additionally, Designer shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I.]"

3.1.2 Term. The term of this Agreement shall be from **[INSERT DATE]** to **[INSERT DATE]**, unless earlier terminated as provided herein. **[***INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE:** The City shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than **[INSERT NUMBER]** additional one-year terms.*****]** Designer shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the applicable Task Order.

3.2 Project Designer; Key Personnel.

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of City. Designer hereby designates **[INSERT NAME OF INDIVIDUAL DESIGNER]** (License No. **[INSERT NUMBER]**) to act as the Project Designer for the Project. The Project Designer shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that City and Designer cannot agree as to the substitution of a new Project Designer, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Designer, Designer has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Designer may substitute others of at least equal competence upon written approval of the City. In the event that City and Designer cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Designer at the request of the City. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **[INSERT NAMES, AND TITLES OF KEY PERSONNEL, AND LICENSE NUMBERS, IF APPLICABLE]**.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Designer shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants

qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Designer may delegate without relieving Designer from administrative or other responsibility under this Agreement. Designer shall be responsible for the coordination and cooperation of Designer's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Designer shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Designer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Designer shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Designer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Designer shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Designer's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Designer at Designer's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Designer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Designer shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Designer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Designer warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Designer represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Designer shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Designer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Designer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and City.

3.5.3 Americans with Disabilities Act. Designer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Designer shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Designer brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Designer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Designer, and the Designer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Designer request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Designer shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Designer shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state

or local governmental bodies with approval jurisdiction over the Project. Designer shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations.

Designer shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Designer shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

(b) Standard of Care. Designer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5(a) of this Agreement. Designer further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Designer agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(ii) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Designer's failure to comply with any applicable water quality law, regulation, or policy. Designer hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(iii) Damages: City may seek damages from Designer for delay in completing the Services caused by Designer's failure to comply with the laws, regulations and policies described in Section 3.5.5(a) of this Agreement, or any other relevant water quality law, regulation, or policy.

3.6 **Independent Contractor.**

3.6.1 Control and Payment of Subordinates. City retains Designer on an independent contractor basis and Designer is not an employee of City. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of City, and shall at all times be under Designer's exclusive direction and control. Designer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Designer 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, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Designer Services. Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Designer agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Designer shall prepare an estimated time schedule for the performance of Designer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Designer cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Designer without the prior written approval of City. If the Designer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the City nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays. Designer's only remedy for such delays shall be a non-compensable extension of time to complete the Services.

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Designer for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Designer Services.

3.8.1 Request for Services. At City's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Designer shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Designer as to the compensation to be paid for such services. City shall pay Designer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Designer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Designer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Designer.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Designer is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Designer's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Designer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Designer with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Designer, City shall furnish Designer with, or direct Designer to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **[INSERT NAME AND TITLE]**, or his or her designee, as the City's contact for the implementation of the Services

hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Designer, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Designer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount set forth in each Task Order ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000; and (5) other costs, fees and expenses in excess of \$1,000.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of

Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Designer shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Designer shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Designer. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site.

Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.10.7 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.10.8 Labor Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Designer’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Designer or any subcontractor that affect Designer’s performance of Services, including any delay, shall be Designer’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Designer caused delay and shall not be compensable by the City. Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Designer or any subcontractor.

3.11 Notice to Proceed.

Designer shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Designer’s Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Designer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Designer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Designer. Designer hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Designer may terminate this Agreement for

substantial breach of performance by the City such as failure to make payment to Designer as provided in this Agreement.

3.12.2 City's Suspension of Work. If Designer's Services are suspended by City, City may require Designer to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Designer grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Designer, for the following purposes:

- (a) The construction of all or part of this Project.
- (b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Designer.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Designer shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Designer shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Designer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including

wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Designer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Designer, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Designer's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, and, upon Designer obtaining a final adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

3.15 Insurance. [CITY RISK MANAGER TO REVIEW PRIOR TO USE] Designer shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Designer shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Designer shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Designer agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Designer's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Designer shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury

- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Contractors Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Designer shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Designer certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability

for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Designer has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Designer shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Designer shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Designer shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Designer. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Designer shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Designer shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Designer shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Designer shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Designer's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Designer shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Designer shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Designer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Designer hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(e) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Designer from liability in excess of such coverage, nor shall it limit the Designer's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each

such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

(a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Designer, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Designer pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Designer or City will withhold amounts sufficient to pay premium from Designer payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Designer to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Designer shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Designer, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Designer shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and

electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for design services between City and the designer chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Designer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Designer shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Designer shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in the Superior Court of California for the County of Merced.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Designer shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Designer shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Designer's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

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

CITY:

City of Atwater

[City Address]

Attn: [***INSERT NAME & DEPARTMENT***]

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Designer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Designer, 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.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, 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.

3.33 Equal Opportunity Employment.

Designer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Designer shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Designer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ATWATER
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ATWATER

[INSERT NAME OF CONSULTANT]

By: _____
Christopher Hoem
City Manager

By: _____
Its: _____
Printed Name: _____

EXHIBIT “A”
DESIGNER’S SCOPE OF SERVICES

Based on the City’s needs and issuance of an approved Task Order (see Exhibit “B”), Designer shall perform the following tasks:

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Designer agrees to perform all the necessary professional design, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **[INSERT IF APPLICABLE] [COMMON EXCLUSIONS: civil engineering, landscape architectural, soils engineering, geotechnical services, hazardous waste or toxic substances engineering or other SERVICES.]**

1.3 Additional Services. Designer shall perform the following Additional Services for the Project: **[INSERT ADDITIONAL SERVICES OR “N/A” IF NOT APPLICABLE]**

1.4 Communication with City. Designer shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor’s warranty period. Designer shall take direction only from the City’s Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Designer will be fully aware of the duties and responsibilities of the construction manager. The Designer shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Designer shall request clarification from the City in writing if the Designer should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Designer shall notify City in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the City's Preliminary Construction Budget. Designer shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Designer to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Designer may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Designer shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Designer shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with City, Designer shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed design concept of the buildings ("Schematic Plans"). Designer shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All design drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Designer shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Designer's Preliminary Project Budget"). The purpose of the Designer's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Designer perceives site considerations which render the Project expensive or cost prohibitive, Designer shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Designer may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Designer shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Designer, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Designer shall provide such documents as may be

required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once City provides Designer with specific written approval of the Schematic Plans described herein, Designer shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents. Designer, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Designer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget. Designer shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Designer's Updated Project Budget").

4.4 Timetable. Designer shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals. Designer shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Designer shall furnish and process all design and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Designer shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once City provides Designer with specific written approval of the Design Development Documents described herein, Designer shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner

("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, City may be requested to supply Designer with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in City's possession. Designer will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Designer which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Designer and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Designer.

5.3 Approval and Revisions. City shall review, study, and check the Final Working Drawings and Specifications presented to it by Designer, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Designer shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Designer's professional judgment. Designer shall bring any such conflicts and/or inconsistencies to the attention of City. The parties agree that Designer, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent designer or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Designer shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Designer's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Designer shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Designer that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Designer's fees. Should it become evident that the total construction cost will exceed the specified sum, Designer shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents.

Designer, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for City's review and approval. Additionally, at City's expense, Designer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by City, Designer shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Designer shall provide City with its final estimate of probable construction cost ("Designer's Final Estimate"). As discussed herein, including in Section 7.3, it shall be the Designer's duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once City provides Designer with specific written approval of the Construction Documents and Designer's Final Estimate, Designer shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Designer shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Designer's Final Estimate by more than five percent (5%), City may request Designer to amend, at Designer's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Designer's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Designer's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Designer shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Designer.

8.2 General Administration. Designer shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Designer shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested parties.

8.4 Site Visits of Contractor's Work. Designer shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Designer shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Designer and City. Designer shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Designer's Consultants. Designer shall cause all architects, engineers and other consultants, as may be hired by Designer or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Designer shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Designer shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports. Designer shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Designer shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Designer shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Designer shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions. Designer shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Designer's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Designer shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Designer shall immediately notify the City and contractor(s) of such rejections. Designer shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Designer shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Designer's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Designer shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Designer shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Designer shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Designer shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Designer shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they meet with the Designer's approval, or submit them to the City with recommendations for revision or denial if necessary. Designer shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Designer may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment. Designer shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection. Designer shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion. Designer shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List. After determining that the Project is substantially complete, Designer shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Designer shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Designer shall also notify City of all Punch List Items.

8.21 Warranties. Designer shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Designer shall coordinate and provide these materials to the City.

8.22 Certificate of Completion. Designer shall participate in any further inspections of the Project necessary to issue Designer's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Designer shall cause all other architects, engineers and other consultants, as may be hired by Designer, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Designer shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Designer shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Designer shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Designer by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once City provides Designer with specific written approval of the As-Built Drawings and Specifications, Designer shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Designer's final payment, Designer shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Designer's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Designer shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Designer will invoice City on a monthly cycle based on the following fee schedule. Designer will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Designer will inform City regarding any out-of-scope work being performed by Designer for which Designer intends to seek compensation from City.

[Insert fee schedule]

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Initial Planning Phase:	_____ percent (%_____)
Schematic Plan Phase:	_____ percent (%_____)
Design Development Phase:	_____ percent (%_____)
Final Working Drawings & Specifications Phase:	_____ percent (%_____)
Construction Contract Documents Phase:	_____ percent (%_____)
Bid Phase:	_____ percent (%_____)
Construction Phase:	_____ percent (%_____)
As-Built Drawings Phase:	_____ percent (%_____)
Warranty Period Phase:	_____ percent (%_____)

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. **HOURLY COMPENSATION RATES.**

[INSERT DESIGNER'S HOURLY RATES]

2. **REIMBURSABLE EXPENSES.**

[INSERT AUTHORIZED REIMBURSABLE EXPENSES]

3. **ADDITIONAL SERVICES.**

Additional Services shall be computed at the actual hourly rates listed above.

4. **ADDITIONAL CONSULTANTS.**

If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the Designer's actual hourly rates plus a markup of **[INSERT AMOUNT OR PERCENTAGE]**. City shall have the authority to review and approve the rates of any such consultants.

EXHIBIT "D"
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____ (YEAR - ##)

Contract: City of Atwater

Designer: _____

The Designer is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: (Please provide if any.)

Compensation Form:[INSERT HOURLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]

Reimbursements:[INSERT WHETHER MILEAGE AND OTHER REIMBURSEMENTS WILL BE PROVIDED]

Dollar Amount of Task Order: Not to exceed \$_____,_____.00 (If NTE)

Completion Date: _____, 20__

The undersigned Designer hereby agrees that it will provide all labor, equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

City of Atwater _____

Dated: _____

Dated: _____

By: _____

By: _____



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: November 12, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Deputy City Manager/Community Development Director
PREPARED BY: Kayla Rashad, Administrative Assistant
SUBJECT: **Adoption of an Ordinance Approving Zoning Ordinance Text Amendment No. 24-23-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district under the Low Density Residential Zone (Deputy City Manager/Community Development Director Thompson)**

RECOMMENDED COUNCIL ACTION

Adoption of Ordinance No. CS 1069 Approving Zoning Ordinance Text Amendment No. 24-23-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district under the Low Density Residential Zone.

I. BACKGROUND/ANALYSIS:

The first reading of Ordinance No. CS 1069 was at the Regular City Council meeting of October 28, 2024.

Chapter 17.16 of the Atwater Municipal Code (AMC) provides the following single-family residential districts: R-E (Residential Estate), R-1-6 (6,000 sq ft lots), R-1-8 (8,000 sq ft lots), and R-1-10 (10,000 sq ft lots). These residential districts have minimum development standards under Section 17.16.050 of the Atwater Municipal Code (Figure 1).

Figure 1: Development Standards for Low Density Residential Districts

Agenda Report - Adoption of an Ordinance Approving Zoning Ordinance Text Amendment No. 24-23-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district under the Low Density Residential Zone (Deputy City Manager/Community Development Director Thompson) Page 2

	R-E	R-1-10	R-1-8	R-1-6
Minimum Lot Area per dwelling unit (sq. ft.)	16,000	10,000	8,000	6,000
Minimum Lot Width (feet), Interior Lot	110	100	80	60
Minimum Lot Width (feet) Corner Lot	110	100	80	70
Minimum Lot Depth	130	100	100	100
Minimum Front yard Setback (exterior)	20	20	20	20
Minimum Rear yard Setback	20	20	20	15
Minimum Side yard Setback (interior)	10	10	5	5
Minimum Side yard Setback Corner Lot				
abutting a front yard	20	20	15	15
abutting a side yard	10	10	10	10
Minimum Landscaped or open recreational area	30 percent	30 percent	30 percent	30 percent

Chapter 17.17: “Medium-Density Single-Family Residential Districts,” of the Atwater Municipal Code (AMC) provides the following single-family residential districts: R-1-3 (3,000 sq ft lots), R-1-4 (4,000 sq ft lots), and R-1-5 (5,000 sq ft lots). These residential districts have minimum development standards under Section 17.16.050 of the Atwater Municipal Code (Figure 2).

Figure 2: Development Standards for Medium-Density Single-Family Residential Districts

Agenda Report - Adoption of an Ordinance Approving Zoning Ordinance Text Amendment No. 24-23-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district under the Low Density Residential Zone (Deputy City Manager/Community Development Director Thompson) Page 3

	R-1-5	R-1-4	R-1-3
Minimum Lot Area per dwelling unit (sq. ft.)	5,000	4,000	3,000
Minimum Lot Width (feet), Interior Lot	50	50	40
Minimum Lot Width (feet), Corner Lot	60	60	50
Minimum Lot Depth (feet)	100	80	60
Minimum Front yard Setback (exterior)	10	10	10
Minimum Side yard Setback (interior)	5	5	5
Minimum Side yard Setback, Corner Lot			
abutting a front yard	10	10	10
abutting a side yard	5	5	5
Minimum Rear yard Setback	5	5	5
Minimum Landscaped and open space recreation area	25 percent	25 percent	25 percent

This Zoning Ordinance Text Amendment (ZOTA) would propose, if adopted by Council, to amend the single-family residential districts to add “R-1-5” (5,000 square foot lots) as a single-family residential district under Chapter 17.16: “Low Density Residential Districts” of the Atwater Municipal Code.

ANALYSIS:

The Low Density Residential (LDR) Land Use under the City of Atwater’s General Plan states, “This category provides for residential development at densities that are typical for existing single family residential subdivisions within the City. The permitted density range is 3.1 to 7.0 units per acre. Parcel sizes range from 5,000 to 11,000 square feet in area. All properties must be served by public sewer and water. Typical land uses include single family residences and residential accessory uses, churches, schools, parks, community care facilities, and necessary public utility and safety facilities. Secondary dwelling units may be permitted consistent with state and local regulations”.

To make the City’s zoning consistent with its General Plan, the City is seeking the City Council’s approval regarding ZOTA No. 24-23-0100 to add “R-1-5” (5,000 square foot lots) as a residential district under Chapter 17.16: “Low Density Residential Districts”.

The addition of “R-1-5” (5,000 square foot lots) under Chapter 17.16 would also necessitate a new “development standards table” for Section 17.16.050 as previously shown in Figure 1. The new table for Section 17.16.050 would be as shown below in Figure 3:

Figure 3: Amended Development Standards for Low Density Residential Districts

	R-E	R-1-10	R-1-8	R-1-6	R-1-5
Minimum Lot Area per Dwelling Unit (sq. ft)	16,000	10,000	8,000	6,000	5,000
Minimum Lot Width (feet), Interior Lot	110	100	80	60	50
Minimum Lot Width (feet), Corner Lot	110	100	80	70	60
Minimum Lot Depth	130	100	100	100	100
Minimum Front Yard Setback (exterior)	20	20	20	20	10
Minimum Rear Yard Setback	20	20	20	15	5
Minimum Side Yard Setback (interior)	10	10	5	5	5
Minimum Side Yard Setback, Corner Lot					
Abutting a Front Yard	20	20	15	15	10
Abutting a Side Yard	10	10	10	10	5
Minimum Landscaped or Open Recreational Area	30 percent	30 percent	30 percent	30 percent	25 percent

II. FISCAL IMPACTS:

No negative fiscal impacts are anticipated with the approval of this project. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

The ordinance will amend Chapter 17.16: "Low Density Residential Districts," of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

An interdepartmental routing sheet was sent to all required departments and affected agencies for review, and their comments and conditions have been incorporated.

VII. PUBLIC PARTICIPATION:

The public hearing was adequately noticed and advertised for the regularly scheduled City Council hearing. The public will have the opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

Pursuant to the California Environmental Quality Act (CEQA), the draft ordinance is categorically exempt under section 15061(b)(3), “Review for Exemption”. This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.

IX. STEPS FOLLOWING APPROVAL:

Following the adoption of Ordinance No. CS 1069 the City Clerk's office will handle for final processing.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Ordinance No. CS 1069



**CITY COUNCIL
OF THE
CITY OF ATWATER**

ORDINANCE NO. CS 1069

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ATWATER ADOPTING ZONING
ORDINANCE TEXT AMENDMENT NO. 24-23-0100
AMENDING CHAPTER 17.16: “LOW DENSITY
RESIDENTIAL DISTRICTS” OF THE ATWATER
MUNICIPAL CODE TO ADD “R-1-5” (5,000
SQUARE FOOT LOTS) AS A SINGLE-FAMILY
RESIDENTIAL DISTRICT.**

WHEREAS, the City of Atwater wishes to enact programs, policies, and regulations in support of housing and residential development; and,

WHEREAS, the City of Atwater Municipal Code currently limits lot size(s) in zones for Low Density Residential Districts; and,

WHEREAS, in accordance with the General Plan Land Use Designation of “Low Density Residential (LDR)”, City staff submits Zoning Ordinance Text Amendment (ZOTA) 24-23-0100 for an amendment to Chapter 17.16: “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district; and,

WHEREAS, on October 16, 2024, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, the City’s General Plan provides a framework to enact the programs, policies, and regulations in support of such development; and

WHEREAS, this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), “Review for Exemption.” This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.; and,

WHEREAS, the ZOTA will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor have any adverse effect on the community; and,

WHEREAS, the City Council finds that the following findings can be made for ZOTA No. 24-23-0100:

1. The proposed ordinance will ensure that all residential subdivision development projects submitted to the planning department continue to undergo review for consistency with the City's General Plan and the established development standards provided by the City of Atwater Municipal Code.
2. The proposed ordinance is consistent with the Atwater General Plan.
3. Adoption of the ordinance is exempt from CEQA review under CEQA guideline section 15061(b)(3).
4. The public hearing for this project has been adequately noticed and advertised.
5. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Atwater as follows:

SECTION 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), "Review for Exemption". This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan.

SECTION 4. Code Amendment. Chapter 17.16: "Low Density Residential Districts," of the Atwater Municipal Code is hereby amended and restated to read in its entirety as provided in "Exhibit A," attached hereto and incorporated herein by reference.

SECTION 5. Effective Date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in a newspaper of general circulation printed and published in Merced County and circulated in Atwater, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 1160 Fifth St, Atwater, CA 95301.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

INTRODUCED: **October 28, 2024**
ADOPTED:
AYES: **Cale, Ambriz, Raymond, Button, Nelson**
NOES: **None**
ABSENT: **None**

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: November 12, 2024
TO: Mayor and City Council
FROM:
PREPARED BY:
SUBJECT: Adoption of an Ordinance Approving Zoning Ordinance Text Amendment No. 24-28-0100 Amending Chapter 17.28 “Accessory Dwelling Units” of the Atwater Municipal Code to Comply with recent changes in State law; and Finding the Action to be Statutorily Exempt from CEQA under section 21080.17 of the Public Resources Code (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Adoption of Ordinance No. CS 1070 amending Chapter 17.28 “Accessory Dwelling Units” of the Atwater Municipal Code to comply with recent changes in State law.

I. BACKGROUND/ANALYSIS:

The first reading of Ordinance No. CS 1070 was at the Regular City Council meeting of October 28, 2024.

In recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amended various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs. In 2024, the California Legislature approved, and the Governor signed into law, two new bills — AB 2533 and SB 1211 — that further amend state ADU law as summarized below.

ANALYSIS:

AB 2533 – Unpermitted ADUs and JADUs

Subject to limited exceptions, existing state law prohibits a city from denying a permit to legalize an unpermitted ADU that was constructed before January 1, 2018, if the denial is based on the ADU not complying with applicable building, state, or local ADU standards. One exception allows a city to deny a permit to legalize if the city makes a written finding that correcting the violation is necessary to protect the health and safety

of the public or the occupants of the structure.

AB 2533 changes this by: (1) expanding the above prohibition to also include JADUs; (2) moving the construction-cutoff date from January 1, 2018, to January 1, 2020; and (3) replacing the above exception with a requirement that local agencies find that correcting the violation is necessary to comply with the standards specified in Health and Safety Code section 17920.3 (Substandard Buildings). (See amended Gov. Code, § 66332(a)–(f).)

SB 1211 – Replacement Parking Requirements; Multifamily ADUs

Replacement Parking

Existing state law prohibits the City from requiring off-street parking spaces to be replaced when a garage, carport, or covered parking structure is demolished in conjunction with the construction of, or conversion to, an ADU.

SB 1211 amends this prohibition to now also prohibit a city from requiring replacement parking when an uncovered parking space is demolished for or replaced with an ADU. (See amended Gov. Code, § 66314(d)(11).)

Multifamily ADUs

SB 1211 further defines *livable space* in connection with converted ADUs inside a multifamily dwelling structure. Existing state law requires the City to ministerially approve qualifying building-permit applications for ADUs within “portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages” The term “livable space” is not defined by existing state ADU law.

SB 1211 changes this by adding a new definition: “‘Livable space’ means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.” (See amended Gov. Code, § 66313(e).)

SB 1211 also increases the number of detached ADUs that lots with an existing multifamily dwelling can have. Existing state law allows a lot with an existing or proposed multifamily dwelling to have up to two detached ADUs.

Under SB 1211, a lot with an *existing* multifamily dwelling can have up to eight detached ADUs, or as many detached ADUs as there are primary dwelling units on the lot, whichever is less. (See amended Gov. Code, § 66323(a)(4)(A)(ii).) SB 1211 does not alter the number of ADUs that a lot with a *proposed* multifamily dwelling can have — the limit remains at two. (See amended Gov. Code, § 66323(a)(4).)

II. FISCAL IMPACTS:

No negative fiscal impacts are anticipated with the approval of this project. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

Both AB 2533 and SB 1211 take effect January 1, 2025. To remain valid, the City's ADU ordinance must comply with requirements imposed by AB 2533 and SB 1211. Adopting the proposed ordinance ensures that the City's ADU ordinance will be valid under AB 2533 and SB 121.

The proposed ordinance does not conflict with any policies of the General Plan or other City policies or guidelines.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

An interdepartmental routing sheet was sent to all required departments and affected agencies for review, and their comments and conditions have been incorporated.

VII. PUBLIC PARTICIPATION:

An interdepartmental routing sheet was sent to all required departments and affected agencies for review, and their comments and conditions have been incorporated.

VIII. ENVIRONMENTAL REVIEW:

Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the Government Code, which is California's ADU law, and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

IX. STEPS FOLLOWING APPROVAL:

Following the adoption of Ordinance No. CS 1070 the City Clerk's office will handle for final processing.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Ordinance No. CS 1070



**CITY COUNCIL
OF THE
CITY OF ATWATER**

ORDINANCE NO. CS 1070

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ATWATER ADOPTING ZONING
ORDINANCE TEXT AMENDMENT NO. 24-23-0100
AMENDING CHAPTER 17.16: “LOW DENSITY
RESIDENTIAL DISTRICTS” OF THE ATWATER
MUNICIPAL CODE TO ADD “R-1-5” (5,000
SQUARE FOOT LOTS) AS A SINGLE-FAMILY
RESIDENTIAL DISTRICT.**

WHEREAS, the City of Atwater wishes to enact programs, policies, and regulations in support of housing and residential development; and,

WHEREAS, the City of Atwater Municipal Code currently limits lot size(s) in zones for Low Density Residential Districts; and,

WHEREAS, in accordance with the General Plan Land Use Designation of “Low Density Residential (LDR)”, City staff submits Zoning Ordinance Text Amendment (ZOTA) 24-23-0100 for an amendment to Chapter 17.16: “Low Density Residential Districts” of the Atwater Municipal Code to add “R-1-5” (5,000 square foot lots) as a single-family residential district; and,

WHEREAS, on October 16, 2024, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, the City’s General Plan provides a framework to enact the programs, policies, and regulations in support of such development; and

WHEREAS, this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), “Review for Exemption”. This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.; and,

WHEREAS, the ZOTA will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor have any adverse effect on the community; and,

WHEREAS, the City Council finds that the following findings can be made for ZOTA No. 24-23-0100:

1. The proposed ordinance will ensure that all residential subdivision development projects submitted to the planning department continue to undergo review for consistency with the City's General Plan and the established development standards provided by the City of Atwater Municipal Code.
2. The proposed ordinance is consistent with the Atwater General Plan.
3. Adoption of the ordinance is exempt from CEQA review under CEQA guideline section 15061(b)(3).
4. The public hearing for this project has been adequately noticed and advertised.
5. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Atwater as follows:

SECTION 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), "Review for Exemption." This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan.

SECTION 4. Code Amendment. Chapter 17.16: "Low Density Residential Districts," of the Atwater Municipal Code is hereby amended and restated to read in its entirety as provided in "Exhibit A," attached hereto and incorporated herein by reference.

SECTION 5. Effective Date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in a newspaper of general circulation printed and published in Merced County and circulated in Atwater, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 1160 Fifth St, Atwater, CA 95301.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

INTRODUCED: October 28, 2024
ADOPTED:
AYES: Cale, Ambriz, Raymond, Button, Nelson
NOES: None
ABSENT: None

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: November 12, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Deputy City Manager/Community Development Director
PREPARED BY: John Seymour, City Engineer
SUBJECT: **Award a Design Services Agreement to Mark Thomas for Engineering Design Services on the Bellevue Road Realignment/Reconstruction Project** (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Motion to Adopt Resolution No. 3508-24 awarding a Design Services Agreement, in a form approved by the City Attorney, to Mark Thomas Company of Fresno, CA in an amount not to exceed \$1,880,818.00 for Engineering Design Services on the Bellevue Road Realignment/Reconstruction Project; or

Motion to adopt staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

The Bellevue Road Reconstruction/Realignment Project is a multi-jurisdictional priority project of the City of Atwater and County of Merced. This project would realign and reconstruct a portion of Bellevue Road between Grove Avenue and Parade Street immediately west of the City of Atwater City limits. Bellevue Road is currently closed to traffic within the developed portion of the Dole Packaged Foods campus under a Merced County Conditional Use Permit, requiring extensive detours on local roadways for motorists.

On January 10, 2022, City Council adopted Resolution No. 3276-22 approving budget amendment No. 18 and amending the Fiscal Year 2021-22 Budget to establish a budget within the Measure V regional Fund for the preparation of the Project Study Report-Project Development Support (PSR-PDS) for the Project. The final PSR-PDS was adopted by City Council on October 9, 2023 by Resolution No. 3436-23.

Following adoption of the PSR-PDS, the City engaged De Novo Planning Group to complete CEQA analysis for the project. After completion of the Initial Study (IS), a Mitigated Negative Declaration (MND) was prepared and published for review. On

August 26, 2024 Atwater City Council Adopted the IS/MND and approved the recommendation of the alternative 3 alignment.

Staff began advertising the RFP for Engineering Design services on September 6, 2024. Proposals were received on October 10, 2024. After reviewing and scoring the proposals received, staff recommends that the Council award the design services agreement to Mark Thomas.

II. FISCAL IMPACTS:

This agreement/phase of work is funded by a regional Measure V funding agreement between MCAG and the City of Atwater, approved by City council on April 22, 2024. A total of \$2,150,000 has been programmed for the Preliminary Engineering phase of the Project.

III. LEGAL REVIEW:

The final contract shall be in a form approved by the City Attorney's office.

IV. EXISTING POLICY:

This project is consistent with General Plan Goal CIRC-4 "Creation of new entrances into Atwater north of the Applegate interchange," and General Plan Policy CIRC-1.4 "Develop the City's roadway system in conformance with the planned roadway system shown on the Circulation Plan (Figure 3-7) and the City's adopted cross section standards."

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This project has been routed to the appropriate departments for review.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

The proposed action is to adopt a Resolution adopting an Initial Study and Mitigated Negative Declaration for the Project in accordance with California Environmental Quality Act (CEQA) Guideline Section 15073.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, City Council will direct the City Manager or his designee to execute the professional services agreement with Mark Thomas.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution Bellevue PS&E
2. Template Design Services Agreement (2024) - Task Order-c1



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF THE ENGINEERING DESIGN, INCLUDING PLANS, SPECIFICATIONS, AND ESTIMATES, FOR THE BELLEVUE ROAD REALIGNMENT AND RECONSTRUCTION PROJECT WITH MARK THOMAS & COMPANY OF FRESNO, CA.

WHEREAS, Measure V is a county-wide, half-cent Transportation Sales Tax Measure approved by Merced County voters in November 2016, under which the Merced County Association of Governments (MCAG) is authorized to administer the proceeds; and

WHEREAS, MCAG and the City of Atwater entered into a Measure V Regional funding agreement for the preparation of the Plans, Specifications, and Estimates (PS&E) for the Bellevue Road Realignment/Reconstruction Project; and

WHEREAS, This item is not a "Project" as defined under Section 21065 of the Public Resources Code in that it would not directly or foreseeably indirectly significantly impact the physical environment. Therefore, this item is not subject to analysis under the California Environmental Quality Act (CEQA); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve a Design Services Agreement, in a form approved by the City Attorney, to Mark Thomas Company of Fresno, CA in an amount not to exceed \$1,880,818.00 for the Bellevue Road Realignment and Reconstruction Project and does hereby authorize and direct the City Manager to execute the Agreement on behalf of the City.

The foregoing resolution is hereby adopted this 12th day of November 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

*****MODEL - REMOVE THIS TITLE WHEN USED*****

*****FOR DESIGN SERVICES ONLY**

******PLEASE NOTE: THIS DESIGN SERVICES AGREEMENT MAY ONLY BE USED TO CONTRACT FOR DESIGN SERVICES. FOR ALL OTHER PROFESSIONAL SERVICES, PLEASE USE THE MODEL PROFESSIONAL SERVICES AGREEMENT******

**CITY OF ATWATER
DESIGN SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into as _____, 20____ by and between the City of Atwater, a public agency organized and operating under the laws of the State of California with its principal place of business at _____ (“City”), and *****INSERT NAME*****, a *****INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***** with its principal place of business at *****INSERT ADDRESS***** (hereinafter referred to as “Designer”). City and Designer are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Designer. Designer desires to perform and assume responsibility for the provision of certain professional design services required by the City on the terms and conditions set forth in this Agreement. Designer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Designer is a corporation or other organization, the Project Designer designated pursuant to Section 3.2, and not the Designer itself, shall be fully licensed to practice as an architect and/or engineer in the State of California.

2.3 Project. City desires to engage Designer to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issues pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

3. TERMS

3.1 Employment of Designer.

3.1.1 Scope of Services. Designer promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “D”. All

Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and, as is consistent with the generally accepted professional standard of care, applicable local, state and federal laws, rules and regulations. All Services performed by Designer shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld. **[INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE:** Additionally, Designer shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I.]"

3.1.2 Term. The term of this Agreement shall be from **[INSERT DATE]** to **[INSERT DATE]**, unless earlier terminated as provided herein. **[***INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE:** The City shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than **[INSERT NUMBER]** additional one-year terms.*****]** Designer shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the applicable Task Order.

3.2 Project Designer; Key Personnel.

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of City. Designer hereby designates **[INSERT NAME OF INDIVIDUAL DESIGNER]** (License No. **[INSERT NUMBER]**) to act as the Project Designer for the Project. The Project Designer shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that City and Designer cannot agree as to the substitution of a new Project Designer, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Designer, Designer has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Designer may substitute others of at least equal competence upon written approval of the City. In the event that City and Designer cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Designer at the request of the City. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **[INSERT NAMES, AND TITLES OF KEY PERSONNEL, AND LICENSE NUMBERS, IF APPLICABLE]**.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Designer shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants

qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Designer may delegate without relieving Designer from administrative or other responsibility under this Agreement. Designer shall be responsible for the coordination and cooperation of Designer's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Designer shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Designer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Designer shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Designer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Designer shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Designer's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Designer at Designer's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Designer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Designer shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Designer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Designer warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Designer represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Designer shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Designer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Designer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and City.

3.5.3 Americans with Disabilities Act. Designer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Designer shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Designer brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Designer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Designer, and the Designer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Designer request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Designer shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Designer shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state

or local governmental bodies with approval jurisdiction over the Project. Designer shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations.

Designer shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Designer shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

(b) Standard of Care. Designer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5(a) of this Agreement. Designer further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Designer agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(ii) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Designer's failure to comply with any applicable water quality law, regulation, or policy. Designer hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(iii) Damages: City may seek damages from Designer for delay in completing the Services caused by Designer's failure to comply with the laws, regulations and policies described in Section 3.5.5(a) of this Agreement, or any other relevant water quality law, regulation, or policy.

3.6 **Independent Contractor.**

3.6.1 Control and Payment of Subordinates. City retains Designer on an independent contractor basis and Designer is not an employee of City. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of City, and shall at all times be under Designer's exclusive direction and control. Designer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Designer 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, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Designer Services. Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Designer agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Designer shall prepare an estimated time schedule for the performance of Designer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Designer cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Designer without the prior written approval of City. If the Designer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the City nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays. Designer's only remedy for such delays shall be a non-compensable extension of time to complete the Services.

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Designer for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Designer Services.

3.8.1 Request for Services. At City's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Designer shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Designer as to the compensation to be paid for such services. City shall pay Designer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Designer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Designer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Designer.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Designer is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Designer's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Designer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Designer with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Designer, City shall furnish Designer with, or direct Designer to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **[INSERT NAME AND TITLE]**, or his or her designee, as the City's contact for the implementation of the Services

hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Designer, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Designer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount set forth in each Task Order ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000; and (5) other costs, fees and expenses in excess of \$1,000.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of

Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Designer shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Designer shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Designer. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site.

Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.10.7 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.10.8 Labor Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Designer’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Designer or any subcontractor that affect Designer’s performance of Services, including any delay, shall be Designer’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Designer caused delay and shall not be compensable by the City. Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Designer or any subcontractor.

3.11 Notice to Proceed.

Designer shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Designer’s Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Designer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Designer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Designer. Designer hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Designer may terminate this Agreement for

substantial breach of performance by the City such as failure to make payment to Designer as provided in this Agreement.

3.12.2 City's Suspension of Work. If Designer's Services are suspended by City, City may require Designer to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Designer grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Designer, for the following purposes:

- (a) The construction of all or part of this Project.
- (b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Designer.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Designer shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Designer shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use City's name or insignia, photographs of the Project, or any publiCity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Designer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including

wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Designer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Designer, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Designer's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, and, upon Designer obtaining a final adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

3.15 Insurance. [CITY RISK MANAGER TO REVIEW PRIOR TO USE] Designer shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Designer shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Designer shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Designer agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Designer's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Designer shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury

- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Contractors Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Designer shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Designer certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability

for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Designer has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Designer shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Designer shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Designer shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Designer. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Designer shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Designer shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Designer shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Designer shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Designer's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Designer shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Designer shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Designer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Designer hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(e) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Designer from liability in excess of such coverage, nor shall it limit the Designer's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each

such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

(a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Designer, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Designer pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Designer or City will withhold amounts sufficient to pay premium from Designer payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Designer to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Designer shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Designer, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Designer shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and

electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for design services between City and the designer chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Designer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Designer shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Designer shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in the Superior Court of California for the County of Merced.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Designer shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Designer shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Designer's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

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

CITY:

City of Atwater

[City Address]

Attn: [***INSERT NAME & DEPARTMENT***]

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Designer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Designer, 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.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, 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.

3.33 Equal Opportunity Employment.

Designer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Designer shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Designer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ATWATER
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ATWATER

[INSERT NAME OF CONSULTANT]

By: _____
Christopher Hoem
City Manager

By: _____
Its: _____
Printed Name: _____

EXHIBIT “A”
DESIGNER’S SCOPE OF SERVICES

Based on the City’s needs and issuance of an approved Task Order (see Exhibit “B”), Designer shall perform the following tasks:

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Designer agrees to perform all the necessary professional design, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services mutually agreeable to the parties) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: **[INSERT IF APPLICABLE] [COMMON EXCLUSIONS: civil engineering, landscape architectural, soils engineering, geotechnical services, hazardous waste or toxic substances engineering or other SERVICES.]**

1.3 Additional Services. Designer shall perform the following Additional Services for the Project: **[INSERT ADDITIONAL SERVICES OR “N/A” IF NOT APPLICABLE]**

1.4 Communication with City. Designer shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor’s warranty period. Designer shall take direction only from the City’s Representative, or any other representative specifically designated by the City for this Project, including any construction manager hired by the City.

1.5 Coordination and Cooperation with Construction Manager. The City may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the City does so, it shall provide a copy of its agreement with the construction manager so that the Designer will be fully aware of the duties and responsibilities of the construction manager. The Designer shall cooperate with the construction manager and respond to any requests or directives authorized by the City to be made or given by the construction manager. The Designer shall request clarification from the City in writing if the Designer should have any questions regarding the authority of the construction manager.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to City in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Designer shall notify City in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the City's Preliminary Construction Budget. Designer shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Designer to design the Project within budget. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated amount, Designer may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.3 Permits, Approvals and Authorizations. As indicated in Section 3.5.4 of the Agreement, Designer shall assist City in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Designer shall provide a site plan and all other Project-related information necessary and required for an application by City to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with City, Designer shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed design concept of the buildings ("Schematic Plans"). Designer shall incorporate the functional requirements of City into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by City or by any federal, state, regional or local agency having jurisdiction over the Project. All design drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Designer shall use the City's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by City ("Designer's Preliminary Project Budget"). The purpose of the Designer's Preliminary Project Budget is to show the probable Project cost in relation to City's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Designer perceives site considerations which render the Project expensive or cost prohibitive, Designer shall disclose such conditions in writing to City immediately. As discussed herein, including in Section 7.3, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated amount, Designer may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Designer shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Designer, at its own expense, shall provide a complete set of the Schematic Plans described herein for City's review and approval. Additionally, at City's expense, Designer shall provide such documents as may be

required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once City provides Designer with specific written approval of the Schematic Plans described herein, Designer shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the City Council for approval.

4.2 Copies of Design Development and Other Documents. Designer, at its own expense, shall provide a complete set of the Design Development Documents described herein for City's review and approval. Additionally, at City's expense, Designer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

4.3 Updated Project Budget. Designer shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Designer's Updated Project Budget").

4.4 Timetable. Designer shall provide a written timetable for full and adequate completion of the Project to City.

4.5 Application for Approvals. Designer shall assist City in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Designer shall furnish and process all design and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. Designer shall provide, for City's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once City provides Designer with specific written approval of the Design Development Documents described herein, Designer shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner

("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2 of the Agreement, City may be requested to supply Designer with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("as-built drawings") in City's possession. Designer will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. City shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Designer which may not be shown on the as-built drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Designer and City to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Designer.

5.3 Approval and Revisions. City shall review, study, and check the Final Working Drawings and Specifications presented to it by Designer, and request any necessary revisions or obtain any necessary approvals by the City Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Designer shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Designer's professional judgment. Designer shall bring any such conflicts and/or inconsistencies to the attention of City. The parties agree that Designer, and not the City, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the City reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent designer or other consultant to perform such reviews. Any such independent constructability review shall be at City's expense. Designer shall make all City-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the City, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction or Designer's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior City direction, Designer shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Designer that should the Final Working Drawings and Specifications be ordered by City, City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Designer's fees. Should it become evident that the total construction cost will exceed the specified sum, Designer shall at once present a statement in writing to the City's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents.

Designer, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for City’s review and approval. Additionally, at City’s expense, Designer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by City shall be provided at actual cost to City.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by City, Designer shall assist City in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of City and City’s legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the “Construction Documents”), Designer shall provide City with its final estimate of probable construction cost (“Designer’s Final Estimate”). As discussed herein, including in Section 7.3, it shall be the Designer’s duty to design the Project within budget.

7. BID PHASE.

During the bid phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

7.1 Reproducible Construction Documents. Once City provides Designer with specific written approval of the Construction Documents and Designer’s Final Estimate, Designer shall provide to City one set of reproducible Construction Documents.

7.2 Distribution of Contract Documents and Review of Bids. Designer shall assist City in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

7.3 Over Budget. If the apparent lowest responsive and responsible bid on the Project exceeds the Designer’s Final Estimate by more than five percent (5%), City may request Designer to amend, at Designer’s sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Designer’s Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Designer’s Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the City.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

8.1 Observation. The Project Designer shall observe work executed from the Final Working Drawings and Specifications in person, provided that City may, in its discretion, consent to such observation by another competent representative of Designer.

8.2 General Administration. Designer shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 Pre-Construction Meeting. Designer shall conduct one or more pre-construction meetings, as the City determines is needed for the Project, with all interested parties.

8.4 Site Visits of Contractor's Work. Designer shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the City's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Designer shall conduct site visits to communicate and observe the activities of the City inspectors. Such site visits shall be conducted as often as is mutually acceptable to Designer and City. Designer shall direct the City inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Designer's Consultants. Designer shall cause all architects, engineers and other consultants, as may be hired by Designer or City, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Designer shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

8.8 Construction Meetings; Minutes. Designer shall attend all construction meetings and provide written reports/minutes to the City after each construction meeting in order to keep City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the City's sole discretion, but no less than weekly.

8.9 Written Reports. Designer shall make written reports to City as necessary to inform City of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

8.10 Written Records. Designer shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and City of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Designer shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Designer shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and City.

8.12 Review and Response to Submissions. Designer shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Designer's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.13 Rejection of Work. Designer shall promptly reject, as discussed with City, work or materials which do not conform to the Construction Documents. Designer shall immediately notify the City and contractor(s) of such rejections. Designer shall also have the authority to recommend to the City that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Designer shall consult with City, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the City's final written approval of such substitutions. Designer's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.15 Revised Documents and Drawings. Designer shall prepare, at no additional expense to City, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Designer shall evaluate and advise City, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Designer shall provide the City with its opinion as to whether such change requests should be approved, denied or revised. If the City has not hired a construction manager or other person to do so, the Designer shall prepare and execute all change orders and submit them to the City for authorization. If the City has designated a construction manager or other person to prepare all change orders, the Designer shall review all change orders prepared by such person, execute them and deliver them to the City for authorization if they meet with the Designer's approval, or submit them to the City with recommendations for revision or denial if necessary. Designer shall not order contractors to make any changes affecting the contract price without approval by City of such a written change order, pursuant to the terms of the Construction Documents. Designer may order, on its own responsibility and pending City Council approval, changes necessary to meet construction emergencies, if written approval of City's Representative is first secured.

8.17 Applications for Payment. Designer shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the City's inspector.

8.18 Final Color and Product Selection. Designer shall coordinate final color and product selection with City's original design concept.

8.19 Substantial Completion. Designer shall determine the date of substantial completion, in consultation with the City.

8.20 Punch List. After determining that the Project is substantially complete, Designer shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Designer shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Designer shall also notify City of all Punch List Items.

8.21 Warranties. Designer shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Designer shall coordinate and provide these materials to the City.

8.22 Certificate of Completion. Designer shall participate in any further inspections of the Project necessary to issue Designer's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Designer shall cause all other architects, engineers and other consultants, as may be hired by Designer, to file any and all required documentation with the City or other governmental authorities necessary to close out the Project. Designer shall assist the City in obtaining such documentation from all other architects, engineers, or other consultants.

9. AS-BUILT DRAWINGS.

During the as-built drawings phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

9.1 As-Built Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Designer shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "as-built" set of Final Working Drawings and Specifications ("As-Built Drawings and Specifications"). The As-Built Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Designer shall personally review and certify that the As-Built Drawings and Specifications are a correct representation of the information supplied to Designer by any inspectors and the contractor, and shall obtain certifications from any inspectors and the contractor that the drawings are correct.

9.2 Approval. Once City provides Designer with specific written approval of the As-Built Drawings and Specifications, Designer shall forward to City the complete set of original As-Built Drawings and Specifications or a complete set of reproducible duplicate As-Built Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Designer's final payment, Designer shall forward to City all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the As-Built Drawings and Specifications as required herein; and (4) Designer's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Designer shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Designer shall provide advice to City on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Designer will invoice City on a monthly cycle based on the following fee schedule. Designer will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Designer will inform City regarding any out-of-scope work being performed by Designer for which Designer intends to seek compensation from City.

[Insert fee schedule]

2. PHASING/FUNDING SCHEDULE.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Initial Planning Phase:	_____ percent (%_____)
Schematic Plan Phase:	_____ percent (%_____)
Design Development Phase:	_____ percent (%_____)
Final Working Drawings & Specifications Phase:	_____ percent (%_____)
Construction Contract Documents Phase:	_____ percent (%_____)
Bid Phase:	_____ percent (%_____)
Construction Phase:	_____ percent (%_____)
As-Built Drawings Phase:	_____ percent (%_____)
Warranty Period Phase:	_____ percent (%_____)

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. HOURLY COMPENSATION RATES.

[INSERT DESIGNER'S HOURLY RATES]

2. REIMBURSABLE EXPENSES.

[INSERT AUTHORIZED REIMBURSABLE EXPENSES]

3. ADDITIONAL SERVICES.

Additional Services shall be computed at the actual hourly rates listed above.

4. ADDITIONAL CONSULTANTS.

If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the Designer's actual hourly rates plus a markup of **[INSERT AMOUNT OR PERCENTAGE]**. City shall have the authority to review and approve the rates of any such consultants.

EXHIBIT "D"
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____ (YEAR - ##)

Contract: City of Atwater

Designer: _____

The Designer is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: (Please provide if any.)

Compensation Form:[INSERT HOURLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]

Reimbursements:[INSERT WHETHER MILEAGE AND OTHER REIMBURSEMENTS WILL BE PROVIDED]

Dollar Amount of Task Order: Not to exceed \$_____,_____.00 (If NTE)

Completion Date: _____, 20__

The undersigned Designer hereby agrees that it will provide all labor, equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

City of Atwater _____

Dated: _____

Dated: _____

By: _____

By: _____



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: November 12, 2024
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Christopher Hoem, City Manager
SUBJECT: **Resolution Approving Budget Amendment and Approving Revisions to the City of Atwater American Rescue Plan Act (ARPA) Spending Plan** (City Manager Hoem and Finance Director Nicholas)

RECOMMENDED COUNCIL ACTION

Motion to Adopt Resolution No. 3509-24 approving Budget Amendment No. 7 amending the Fiscal Year 2024-25 budget and approving revisions to the American Rescue Plan Act (ARPA) spending plan; or

Motion to adopt staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

The City of Atwater previously received \$7,071,142 from the Federal government as a result of the American Rescue Plan Act (ARPA). These funds were provided along with rules for how they must be spent. One of these rules requires that the City identify projects to spend the money on and obligate the funds by December 31, 2024. Per Council direction, the City has successfully spent the majority of the ARPA funds. However, there is a remaining amount that was allocated towards a few projects that are not yet shovel-ready. In order to not be forced to remit the remaining funds to the Federal government, the City must complete a budget amendment and update the spending plan for the ARPA funds.

The most readily feasible and immediate target for remaining ARPA funds is the City's contract with CalFire for fire protection services. Staff has reviewed the Federal ARPA spending rules and found that the CalFire contract is a suitable expenditure for the remaining ARPA funds.

There are three advantages that will result from spending the remaining ARPA funds on the CalFire contract:

1. The General Fund portion of the CalFire contract is currently budgeted for \$2,773,824

of the \$5,773,824 contract. The use of ARPA funding towards meeting this Interagency agreement obligation will help reduce the use of General Fund balance one-time for Fiscal Year 2024-25.

2. The General Fund savings will be immediately available to complete remaining projects that were originally projected to be funded by ARPA.
3. The remaining ARPA funds will be protected from being remitted back to the Federal government.

The attached resolution and chart show ARPA-funded projects that have been completed and those that are currently in-progress. The chart also shows proposed revisions, as follows:

1. *Use only ARPA funds, instead of a combination of ARPA and enterprise funds, to pay for the Cost Allocation Plan, Development Impact Fee Study, and Comprehensive User Fee Study.*

On October 14, 2024, the City Council approved a bid from Willdan Financial Services to complete these studies. Originally, in the Fiscal Year 2024-2025 budget, \$120,000 was allocated for these combined studies, with only \$40,000 coming from ARPA funds. The other \$80,000 was to be paid for by enterprise funds. Staff recommends fully funding the account using ARPA funds, in the amount of \$102,625. This represents an increase in ARPA expenditures of a total of \$62,625.

2. *Eliminate the Civic Center 1 improvement project.*

Originally budgeted at \$219,449, this project would be cost inefficient to create an enclosed and secure parking area for a small, 9-vehicle parking area. Staff recommends transferring part of the remaining funds to fully fund the studies described above, and adding the resulting sum to the pool to be spent on the CalFire contract.

3. *Right-size the remaining funds for the Civic Center 2 project on Broadway.*

This project is nearly complete and is now estimated to finish under-budget. This project is for new office space to co-locate the Finance and Community Development Departments in Downtown Atwater. This project can be completed with a budget of only \$691,095. Staff recommends adding the excess amount (\$572,754) to the pool to be spent on the CalFire contract.

4. *Right-size the remaining funds for the Police Department Remodel and Rehabilitation project.*

There are cost savings in this ARPA fund account as the various associated projects are now complete and were completed under budget. Staff recommends adding the remaining amount (\$86,579) to the pool to be spent on the CalFire contract.

5. *Right-size the remaining funds for the Osborn Park renovation project.*

Funds have been budgeted and spent for property acquisition. However, additional

time is needed to complete this project. Staff recommends adding the remaining amount (\$354,154.93) to the pool to be spent on the CalFire contract.

6. *Right-size the remaining funds for the Tennis Court Resurfacing project.*

This project ended up requiring only \$29,300. Staff recommends adding the remaining amount (\$20,700) to the pool to be spent on the CalFire contract.

7. *Removing funding for the Suncrest/Fortuna Overlay project.*

This project was able to be completed during the Fiscal Year 2023-24 budget year; therefore, funding not needed. Staff recommends adding the remaining amount (\$222,000) to the pool to be spent on the CalFire contract.

8. *Eliminate the Splash Pad Seated Area (shade covering).*

Upon evaluation and analysis of the site, staff recommends eliminating this project due to the abundance of existing shade at Veterans Memorial Park from trees, and adding the remaining amount (\$60,000) to the pool to be spent on the CalFire contract.

Staff recommends spending the resulting pool of funds on the CalFire contract. A budget transfer of the remaining ARPA funds would be executed prior to the end of the current fiscal year. The funds would be transferred to the General Fund to pay for a portion of the CalFire contract. This budget transfer is in line with best accounting practices to memorialize that the full amount of the CalFire contract is accounted for and that the funds came from ARPA. The exact amount of the budget transfer will depend on contingency costs to complete the Civic 2 project, but staff would ensure that all remaining ARPA funds are secured and used for the CalFire contract.

II. FISCAL IMPACTS:

This item has been reviewed by the Finance Director.

There will be no net fiscal impact to the City upon approval of this item. However, not approving this item may have the eventual consequence of requiring the City to remit ARPA funds back to the Federal government.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

This item supports the first goal of the strategic plan, which is to ensure financial solvency of the City.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

Relevant departments reviewed this item.

VII. PUBLIC PARTICIPATION:

The public is invited to comment on this item at the November 12, 2024 City Council meeting.

VIII. ENVIRONMENTAL REVIEW:

This item is exempt under the provisions of the California Environmental Quality Control Act (CEQA) as it does not constitute a project under CEQA. Any budgeted actions related to this item have their own CEQA review, as necessary.

IX. STEPS FOLLOWING APPROVAL:

Following approval by the City Council, the City Manager or designee will execute the budget amendment, revise the ARPA spending plan accordingly, and complete all required documentation and recordkeeping.

Prepared by: Christopher Hoem, City Manager

Attachments:

1. ARPA Reso Amending FY 2024-25 Budget - Final spending plan (1)
2. ARPA Final 11-12-2024



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING BUDGET
AMENDMENT NO. X AMENDING 2024-2025
FISCAL YEAR BUDGET AND APPROVING
REVISIONS TO THE AMERICAN RESCUE PLAN
ACT (ARPA) SPENDING PLAN**

WHEREAS, the City Council of the City of Atwater adopted Resolution No. 3461-24 adopting the 2024-2025 Fiscal Year Budget on June 10, 2024; and

WHEREAS, from time to time, and in order to operate effectively, it is necessary to amend said budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Atwater does hereby approve Budget Amendment No. X to the 2024-2025 Fiscal Year Budget as follows:

Action	Adjustment Amount	General Ledger Account	Description	Revised Budget Amount
Increase Budget (Expense)	\$62,625	1010-1050-3030	Professional Services	\$102,625
No change	\$900,801	1010-1080-M007	Fruitland Ave Phase 3	\$900,801
Decrease Budget (Expense)	\$219,449	1010-1080-U007	City Bldg-Civic Center #1	\$0
Decrease Budget (Expense)	\$86,579	1010-1080-U008	Police Dept Remodel/Rehab	\$33,421
Decrease Budget (Expense)	\$572,754	1010-1080-V001	City Bldg-Civic Center #2	\$691,095

Decrease Budget (Expense)	\$354,154.93	1010-1080-V039	Osborn Park Renovation	\$38,321.07
Decrease Budget (Expense)	\$20,700	1010-1080-X004	Tennis Court Resurfacing	\$29,300
Decrease Budget (Expense)	\$222,000	1010-1080-X015	Suncrest/Fortuna Overlay	\$0
Decrease Budget (Expense)	\$60,000	1010-1080-X003	Splash Pad Seated Area	\$0
Establish & Increase Budget (Expense)	\$880,743.31*	1010-9095-XXXX Transfer to General Fund	Transfer Out to General Fund: CalFire Interagency agreement obligation	\$880,743.31*
Establish & Increase Budget (Revenue)	\$880,743.31*	0001-0000-XXXX Transfer in from ARPA	Transfer In from ARPA: CalFire Interagency agreement obligation	\$880,743.31*

*Final amount subject to revision based on completion of the contract and any approved contingencies

From Treasury.gov Obligation interim final rule (Obligation IFR) FAQ’s March 29, 2024:

Recipients may estimate the amount that may be necessary to cover changes or contingencies through the expenditure period, include that amount in the amount of the final obligation for the project that is reported to Treasury as of December 31, 2024, and retain those funds to pay costs covered by the estimate. Recipients providing such an estimate will not be required to return such funds to Treasury after 2024 assuming that they are ultimately expended for an eligible purpose. The SLFRF Compliance and Reporting 103 Guidance will be updated to provide additional information on reporting requirements associated with this option.

BE IT FURTHER RESOLVED, that a copy of this resolution appends to the original budget document that is available in the Finance Department and the City Clerk’s office.

The foregoing resolution is hereby adopted this 12^h day of November 2024.

**AYES:
NOES:
ABSENT:**

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

American Rescue Plan Act (ARPA)

		<u>Revenue</u>		
		<u>Tranche 1</u>	<u>Tranche 2</u>	
1010-0000-3137	ARPA-SLFRF Tranches	\$3,535,571.00	\$3,535,571.00	\$7,071,142.00
1010-0000-6001	Interest Earned			\$132,847.26
1010-0000-6093	Unrealized Loss/Gain			(\$47,799.59)
				Total Revenue
				\$7,156,189.67

		<u>ARPA Completed</u>	
1010-1050-1009	Premium Pay to Essential Workers		\$410,369.99
1010-1050-1029	COVID Related Employment Expense		\$192,894.69
1010-1050-3030	Springbrook Cloud Project one-time cost		\$15,730.00
1010-1050-3036	Memberships & Subscriptions (Zoom)		\$7,518.16
1010-1080-U007	City Bldg - Civic Center #1		\$848,438.90
1010-1080-V029	HVAC Retrofit Systems PD Dept		\$12,501.80
1010-1080-V030	HVAC Retrofit Systems Youth Center		\$22,399.37
1010-1080-V037	City-Wide Security		\$46,901.38
1010-1080-V038	Cedar and First Parking Lot		\$67,427.50
1010-1080-V039	Osborn Park Renovation		\$204,469.57
1010-1080-V040	Third & Atwater Blvd Sidewalks		\$59,988.00
1010-1080-V041	City Council Chambers Improvement		\$27,517.38
1010-1080-W002	Palm/Bellevue Sidewalk Improvement		\$125,705.00
1010-1080-W003	Station 41 Flooring		\$55,533.17
1010-1080-X004	Tennis Court Resurface		\$29,300.00
1010-1080-X007	First Street Overlay Project		\$571,642.26
1010-1080-X015	Suncrest/Fortuna Overlay Project		\$200,786.00
1010-6060-2042	Revenue Replacement-Drop In		\$30,059.63
1010-6060-2079	Recreation & Community Events		\$44,217.78
1010-7010-6021	2022 Public Works Ford truck		\$130,958.00
1010-9090-3030	Janitorial Services during pandemic		\$247,912.15
			Total
			\$3,352,270.73

		<u>ARPA in Progress</u>			
		<u>Total Spent</u>	<u>Total Encumbered</u>	<u>Contingency Remaining</u>	<u>Project Cost</u> <u>(to ARPA Fund)</u>
1010-1050-3030	Professional Services <i>Willdan Cost Allocation Plan/DIF/User Fee</i>	\$0.00	\$40,000.00		\$40,000.00
1010-1080-V001	City Bldg - Civic Center #2	\$1,124,829.43	\$543,475.72	\$104,201.00	* \$1,772,506.15
1010-1080-U008	Police Dept Remodel/Rehab	\$120,307.02	\$26,936.46		\$147,243.48
1010-1080-M007	Fruitland Ave Rd Improvements	\$0.00	\$900,801.00		\$900,801.00

\$2,860,550.63

ARPA Proposed Revisions

1010-1050-3030	Professional Services	Increase Profesional Services Account <i>Willdan Cost Allocation Plan/DIF/User Fee Study</i>	\$102,625 Total Proj. Cost	\$62,625.00
1010-9095-XXXX	Transfer Out	Transfer to General Fund <i>CalFire Interagency agreement obligation</i>	*	\$880,743.31

\$943,368.31

*Final amount subject to revision based on completion of the contract and any approved contingencies

Total Expense \$7,156,189.67

<u>Reconciliation:</u>	Total Revenue	\$7,156,189.67
	Total Expense	\$7,156,189.67
	Rev-Exp	\$0.00