

September 9, 2024 – City Council Regular Meeting – 7:00 p.m.



City Council Chamber
390 Towne Centre Drive
Lathrop, California
(209) 941-7200
www.ci.lathrop.ca.us

City Council

Sonny Dhaliwal, Mayor
Minnie Diallo, Vice Mayor
Paul Akinjo
Diane Lazard
Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Stephen Sealy, Chief of Police
Michael King, Assistant City Manager
Thomas Hedegard, Deputy City Manager
Teresa Vargas, Government Services
Director / City Clerk
Brad Taylor, City Engineer
Tony Fernandes, Information Systems Director
Cari James, Finance Director
Juliana Burns, Human Resources Director
Rick Caguiat, Community Development
Director
Todd Sebastian, Parks and Recreation
Director

General Order of Business

1. Preliminary
 - Call to Order
 - Closed Session
 - Roll Call
 - Invocation
 - Pledge of Allegiance
 - Announcements by Mayor/City Mgr.
 - Informational Items
 - Declaration of Conflict of Interest
2. Presentations
3. Citizen's Forum
4. Consent Calendar
5. Scheduled Items
 - Public Hearings
 - Appeals
 - Referrals and Reports from Commissions and Committees
 - All Other Staff Reports and/or Action Items
 - Study Sessions
6. Council Communications
7. Adjournment

Order of Discussion

Generally, the order of discussion after introduction of an item by the Mayor will include comments and information by staff followed by City Council questions and inquiries. The applicant, or their authorized representative, or interested residents, may then speak on the item; each speaker may only speak once to each item. At the close of public discussion, the item will be considered by the City Council and action taken.

Consent Calendar

Items on the Consent Calendar are considered routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Councilmember or interested resident so requests, in which case the item will be removed from the Consent Calendar and considered separately.



September 9, 2024 – Regular Meeting Agenda – 7:00 p.m.



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IMPORTANT NOTICE REGARDING THIS MEETING

This public meeting will be conducted in person; all members of the City Council will attend in person. Members of the public are welcomed in person. This meeting will also be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1613885243?pwd=qnGMIq3Hh01IfrSrNJsV7TP70s4m.1>

- ✦ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please “raise the hand” feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✦ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
 - To request to speak (same as the “raise hand” feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ✦ Meeting Webinar ID: 161 388 5243 / Passcode: 316394
- ✦ If you are not able to attend the meeting in person or virtually - Public comment / questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230. Please reference the Agenda Item or Public Comment Matter, and the date of the City Council Meeting, in your written communication.
- ✦ Questions or comments submitted by email must be submitted by 4:00 p.m., on the day of the meeting.
- ✦ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

Addressing the Council

Any person may speak once on any item under discussion by the City Council after receiving recognition by the Mayor. Purple speaker cards will be available prior to and during the meeting. To address City Council, a card must be submitted to the City Clerk indicating name, address and number of the item upon which a person wishes to speak. When addressing the City Council, please walk to the lectern located in front of the City Council. State your name and address. In order to ensure all persons have the opportunity to speak, a time limit will be set by the Mayor for each speaker (see instructions on speaker form). In the interest of time, each speaker may only speak once on each individual agenda item; please limit your comments to new material; do not repeat what a prior speaker has said. If you challenge the nature of a proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Citizen's Forum

Any person desiring to speak on a matter, which is not scheduled on this agenda, may do so under the Citizen's Forum section. Please submit your purple speaker card to the City Clerk prior to the commencement of Citizen's Forum, or submit your request to speak via the "raise hand" feature in ZoomGov. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item, which does not appear on the agenda, unless the item meets stringent statutory requirements. The Mayor will limit the length of your presentation (see instructions on speaker form) and each speaker may only speak once on this agenda item. Please note, the Council Chamber has limited occupancy due to social distancing.

To leave a voice message for all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for Councilmembers simultaneously email: citycouncil@ci.lathrop.ca.us. This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <https://www.ci.lathrop.ca.us/meetings>

General Information

For reports citing supplemental documents relating to specific agenda items, these are available for review in the City Clerk's Office. This agenda was posted at the following locations: City Hall, Community Center, Generations Center, Senior Center, and the Lathrop-Manteca Fire District "J" Street and Somerston Parkway Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97 and live streamed on the City's website.

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility and/or accommodations to this meeting. [28 CFR 35.102-35.104 ADA Title II] Interested persons must request the accommodation at least 2 working days in advance of the meeting by contacting the City Clerk at (209) 941-7230. Information about the City or items scheduled on the Agenda may be referred to:

Teresa Vargas, MMC
Government Services Director / City Clerk
390 Towne Centre Drive
Lathrop, CA 95330
Telephone: (209) 941-7230



**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 9, 2024
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be a Closed Session commencing at 6:30 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS: Pursuant to Government Code Section: 54956.8
Address: APN 190-020-27, 700 Dos Reis Road, Lathrop, CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Debbie Rock
Under Negotiation: Terms of Lease and Settlement Agreements

1.2.2 LIABILITY CLAIM - Pursuant to Government Code Section 54956.95
Claimant: Aspire General Insurance Company as Subrogee of Michael Ovando
Agency Claimed Against: City of Lathrop

RECONVENE

1.2.3 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

- 2.1 CERTIFICATE OF RECOGNITION TO THE LATHROP SUNRISE ROTARY FOR THEIR COMMUNITY VOLUNTEER WORK INSTALLING AMERICAN FLAGS THROUGHOUT THE CITY OF LATHROP DURING THE HOLIDAYS
- 2.2 PROCLAMATION DECLARING SEPTEMBER 2024 AS FIRST RESPONDER APPRECIATION MONTH
- 2.3 PROCLAMATION DECLARING HISPANIC HERITAGE MONTH FROM SEPTEMBER 15, 2024 – OCTOBER 15, 2024
- 2.4 INTRODUCTION OF NEW EMPLOYEES

Public Works

- Zachary Karver, Project Manager
- Leisser Mazariego, Project Manager
- Alberto Navarro, Building Inspector
- Rodolfo Rodriguez, Electrician Instrument Technician

Police Department

- Alejandra Maldonado, Police Officer

- 2.5 PRESENTATION REGARDING BROADBAND INFRASTRUCTURE MASTER PLAN PROJECT, CIP GG 24-24

3. CITIZEN'S FORUM

Any person desiring to speak on a matter, which is not scheduled on this agenda, may do so under Citizen's Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item, which does not appear on the agenda, unless the item meets stringent statutory requirements. The City Council can, however, allow its members or staff to briefly (no more than five (5) minutes) respond to statements made, to ask questions for clarification, make a brief announcement or report on his or her own activities. (See California Government Code Section 54954.2(a)). Unless directed otherwise by a majority of the City Council, all questions asked and not answered at the meeting will be responded to in writing within 10 business days. ALL PUBLIC COMMENTS MUST BE MADE IN COMPLIANCE WITH THE LATHROP CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES!

4. CONSENT CALENDAR

Items on the Consent Calendar are considered routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless the Mayor, Councilmember, or citizen so requests, in which event the item will be removed from the Consent Calendar and considered separately.

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES
Approve Minutes for the Regular City Council Meeting of June 10, 2024,
- 4.3 APPROVAL OF MINUTES
Approve Minutes for the Regular City Council Meeting of July 8, 2024,
- 4.4 APPROVAL OF MINUTES
Approve Minutes for the Regular City Council Meeting of August 12, 2024
- 4.5 APPROVAL OF MINUTES
Approve Minutes for the Special City Council Meeting of August 19, 2024
- 4.6 2024 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT
Adopt Resolution Adopting an Amended Conflict of Interest Code
- 4.7 APPROVE CONTRACT AMENDMENTS FOR THE CITY MANAGER, CITY ATTORNEY & POLICE CHIEF
Adopt Resolution Approving Amendment Number Six to the City Manager Employment Agreement, Amendment Number Four to the City Attorney Employment Agreement, and Amendment Number One to the Police Chief Employment Agreement
- 4.8 TREASURER'S REPORT FOR JUNE 2024
Approve Quarterly Treasurer's Report for June 2024
- 4.9 TABLE SPONSORSHIP AT THE 22ND ANNUAL MEMORIAL DINNER & FUNDRAISER TO COMMEMORATE SEPTEMBER 11, 2001
Ratify City Participation and Table Sponsorship at the 22nd Annual Memorial Dinner & Fundraiser by Jass Sangha and Lake Front Resort to Commemorate September 11, 2001 That Was Held on September 8, 2024 in Tracy, California

- 4.10 APPROVE OF OUT OF STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF TO DROP-OFF AND PICK-UP THE SWAT VEHICLE FOR UPFITTING
 Adopt Resolution Approving Out Of State Travel for two (2) Lathrop Police Department Staff to Drop-Off and Pick-Up the Lathrop Police Department's SWAT Vehicle for Upfitting in Reno, Nevada
- 4.11 RATIFY THE PURCHASE OF (9) NINE VEHICLES WITH PHIL LONG FORD OF DENVER, LLC., FOR THE LATHROP POLICE DEPARTMENT
 Adopt Resolution to Ratify the Purchase of (9) Nine Vehicles with Phil Long Ford of Denver, LLC. for the Lathrop Police Department
- 4.12 APPROVE EMERGENCY SERVICE CONTRACTS WITH NEXTGEN ALPHA UPFITTING AND MANTECA COLLISION PROS FOR POLICE VEHICLE UPFITTING AND PAINT SERVICES
 Council to Consider the Following:
 1. Adopt Resolution to Approve Emergency Service Contract with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment
 2. Adopt Resolution to Approve Emergency Service Contract with Manteca Collision Pros for Autobody Paint and Decal Services for Police Vehicles
- 4.13 APPROVE AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH WSP USA, INC. FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04 AND APPROVE BUDGET AMENDMENT
 Adopt Resolution Approving Amendment No. 5 to Professional Services Agreement with WSP USA, Inc. for the Manthey Road Bridge Replacement Project, CIP PS 12-04 and Approve Budget Amendment
- 4.14 AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA OFFICE OF THE TRAFFIC SAFETY (OTS)
 Adopt Resolution Authorizing the Chief of Police to Accept the Selective Traffic Enforcement Program (STEP) Grant Fund Award of \$81,500 from the State of California Office of Traffic Safety (OTS)
- 4.15 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR THE CLASS II BIKEWAYS TO ACE STATION, CIP PS 22-18
 Adopt Resolution to Accept Public Improvements Constructed by George Reed, Inc. for the Class II Bikeways to Ace Station, CIP PS 22-18, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

- 4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC. FOR THE SIDEWALK INFILL AT "J" STREET AND 5TH STREET INTERSECTION, CIP PS 23-09
Adopt Resolution Accepting Public Improvements Constructed by Dirt Dynasty, Inc. for Sidewalk Infill at "J" Street and 5th Street Intersection, CIP PS 23-09, Authorizing the Filing of a Notice of Completion, the Release of Contract Retention, and the Release of Performance and Payment Bonds
- 4.17 AWARD CONSTRUCTION CONTRACT TO AUTOMATIC DOOR SYSTEMS (ADS) INC. FOR THE LATHROP POLICE DEPARTMENT ADA IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT
Adopt Resolution Awarding Construction Contract to Automatic Door Systems (ADS) Inc. for the Lathrop Police Department ADA Improvements, CIP GG 23-14 and Approve Budget Amendment
- 4.18 AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM AND APPROVE BUDGET AMENDMENT
Adopt Resolution to Award a Construction Contract to Bockmon & Woody, Inc. for Construction of CIP GG 23-19 South Lathrop Surveillance System and Approve Budget Amendment
- 4.19 AWARD CONSTRUCTION CONTRACT TO FRONTLINE GENERAL ENGINEERING CONSTRUCTION, INC. FOR CONSTRUCTION OF LATHROP GATEWAY ARCHES, CIP GG 24-23 AND APPROVE BUDGET AMENDMENT
Adopt Resolution Awarding a Construction Contract to Frontline General Engineering Construction, Inc. for Construction of Lathrop Gateway Arches, CIP GG 24-23 and Approve Budget Amendment
- 4.20 AWARD CONSTRUCTION CONTRACT TO MG & JC CONCRETE, INC. FOR CONSTRUCTION OF TOWNE CENTRE DRIVE RAISED CROSSWALK PROJECT, CIP PS 24-07
Adopt Resolution Awarding a Construction Contract to MG & JC Concrete, Inc. for the Construction of Towne Centre Drive Raised Crosswalk, CIP PS 24-07
- 4.21 CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS WITH MG & JC CONCRETE INC. AND JOHN D. WAIT MASONRY, INC.
Adopt Resolution to Create Mossdale Landscape Rehabilitation, CIP GG 25-06, Approve Budget Amendment and Approve Construction Contracts

- 4.22 CREATE CIP PS 25-07 FOR JONQUIL DRIVE AND POPPY COURT PAVEMENT REHABILITATION, AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, AND APPROVE BUDGET AMENDMENT

Adopt Resolution to Create Capital Improvement Project PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation, Award a Construction Contract to DSS Company dba Knife River Construction, and Approve Budget Amendment

RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)

- 4.23 APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Parcel Map 24-05 within the West Village District, Totaling 3 Lots, Annexation into CFD 2023-1, and an Offsite Improvement Agreement with Califia, LLC

- 4.24 APPROVE QUITCLAIM DEEDS TO TRANSFER OPEN SPACE PARCELS TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY

Adopt Resolution Approving Quitclaim Deeds to Transfer Open Space Parcels to River Islands Public Financing Authority

5. SCHEDULED ITEMS

- 5.1 FISCAL YEAR (FY) 2023-24 YEAR-END BUDGET REPORT AND RELATED AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET

Discussion and Adoption of Resolution Approving the FY 2023-24 Year-End Report, Related Budget Amendments, and Amending the FY 2024-25 Budget

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL - Update the Delegate/Alternate to the Lathrop Manteca Fire Department and City of Lathrop 2x2 Committee Members

- 6.2 VICE MAYOR DIALLO REFERRAL – Discussion on Late Fees for Utility Bills, and Discounts for Veterans

- 6.3 VICE MAYOR DIALLO REFERRAL – Discussion on the City’s Social Media Policy

- 6.4 STAFF REFERRAL – Discussion to Consider Renovation of Mossdale Community Park

6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Ava Community Energy (Diallo/Torres-O'Callaghan)*
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
- *Council of Governments (Dhaliwal/Diallo)*
- *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
- *Local Agency Formation Commission (LAFCo) (Diallo)*
- *Reclamation District 17 Joint Powers Authority (Salvatore)*
- *San Joaquin Partnership Board of Directors (Salvatore)*
- *San Joaquin County Commission on Aging (Vacancy)*
- *San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)*
- *Water Advisory Board (Torres-O'Callaghan/Lazard)*
- *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)*
- *San Joaquin Area Flood Control Agency (Akinjo/Lazard/Torres-O'Callaghan)*

6.6 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

ITEM 4.2

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 10, 2024
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session, which commenced at 6:32 p.m. The Regular Meeting reconvened at 7:03 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:32 p.m.

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH LEGAL COUNSEL Anticipated Litigation-
Significant Exposure to Litigation Pursuant to Government Code
Section 54956.9(d)(2):

- 1 Potential Case

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:03 p.m.

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided pursuant to Item 1.2; no other reportable action was taken.

1.3 ROLL CALL Present: Mayor Dhaliwal; Councilmembers: Akinjo, Lazard and Torres-O’Callaghan.

Absent: Vice Mayor Diallo

1.4 INVOCATION – Councilmember Akinjo provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Councilmember Lazard led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER - None

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST - None

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING JUNE 19, 2024, AS CELEBRATION OF JUNETEENTH NATIONAL FREEDOM HOLIDAY

Councilmember Akinjo on behalf of the City Council presented a proclamation declaring June 19, 2024, as celebration of Juneteenth National Freedom Day.

2.2 PROCLAMATION DECLARING JUNE 2024 AS PRIDE MONTH

Councilmember Torres-O'Callaghan on behalf of the City Council presented a proclamation declaring June 2024 as Pride Month.

2.3 INTRODUCTION OF NEW EMPLOYEES

Parks and Recreation Department Director Todd Sebastian introduced Austin Mariana, Senior Recreation Leader.

Assistant City Manager Michael King introduced Public Works Department employee, Juvenal De La Torre, Maintenance Worker II.

2.4 RECEIVE PROJECT HIGHLIGHTS REGARDING THE SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17

City Manager Stephen Salvatore provided an introduction to the project. Assistant City Manager Michael King provided the presentation, which included information related to project background, project description, timeline, and project benefits. City Consultants Michael Bryan (Robertson-Bryan, Inc.) and Andy Komor (PACE Advanced Water Engineering) provided additional project information.

3. CITIZEN'S FORUM

Gavin Duarte (in person speaker) Legislative Representative for Congress Member John Duarte, provided an overview of various legislative updates and activities for California's 13th District.

4. CONSENT CALENDAR

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O'Callaghan, the City Council approved the Consent Calendar, except Item 4.14 and Permit listed as No 8. For Tesla, Inc. under Item 4.13, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Torres- O' Callaghan and Dhaliwal
Noes: Lazard
Absent: Diallo
Abstain: None

**Item 4.14 Removed from the agenda – At the request of the Developer, K. Hovnonian Homes Northern California, Inc., the City Council approved removing the item from the agenda.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading in full of ordinances and resolutions on agenda and adopt by reading of title only, unless otherwise requested by the Mayor or a Councilmember.

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular City Council Meeting of April 8, 2024.

4.3 RENAME THE MAYOR'S ART SHOW AND SALE TO THE JOYCE GATTO ART SHOW

Bennie Gatto and Tosh Ishihara (in-person speakers) commented on the success of the Mayor's Art Show and Sale event, and expressed appreciation for the renaming of the event to the beloved late Joyce Gatto.

Adopted **Resolution 24-5540** renaming the Mayor's Art Show and Sale to the Joyce Gatto Art Show.

4.4 GANN APPROPRIATION LIMIT FOR FISCAL YEAR 2024-25

Item pulled by Councilmember Akinjo. A question and answer period ensued. Deputy City Manager Thomas Hedegard provided additional information.

Adopted **Resolution 24-5541** determining the total annual appropriations subject to limitation, for Fiscal Year 2024-25.

4.5 GRADE STEP SCHEDULE FOR FISCAL YEAR 2024-25

Adopted **Resolution 24-5542** approving the City of Lathrop's Salary Schedule as of July 1, 2024, in accordance with California Code of Regulations, Title 2, Section 570.5.

4.6 GENERAL MUNICIPAL ELECTION - NOVEMBER 5, 2024

The City Council considered and adopted the following:

1. Adopted **Resolution 24-5543** calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the Election of Certain Officers as required by the provisions of the Laws of the State of California relating to General Law Cities;
2. Adopted **Resolution 24-5544** requesting the San Joaquin County Board of Supervisors to consolidate a General Municipal Election to be held on November 5, 2024, with the Statewide General Election to be held on the same date pursuant to § 10403 of the Elections Code; and
3. Adopted **Resolution 24-5545** adopting Regulations for Candidates for Elective Office pertaining to Candidates Statements submitted to the Voters at an Election to be held on Tuesday, November 5, 2024.

4.7 AWARD AGREEMENT TO THE MANTECA BULLETIN FOR PUBLICATION OF LEGAL ADVERTISEMENTS

Adopted **Resolution 24-5546** awarding agreement to the Manteca Bulletin for publication of legal advertisements for the period of July 1, 2024 through June 30, 2025.

4.8 AWARD CONSTRUCTION CONTRACT TO LAWRENCE BACKHOE SERVICE, INC. FOR CONSTRUCTION OF CIP GG 22-03, CITYWIDE FIBER OPTIC IMPROVEMENTS

Adopted **Resolution 24-5547** awarding a Construction Contract to Lawrence Backhoe Service Inc., for construction of CIP GG 22-03, Citywide Fiber Optic Improvements Project.

4.9 RATIFY PURCHASE OF DATA CENTER INFRASTRUCTURE AND FIREWALLS, RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC., AND APPROVE BUDGET AMENDMENT FOR THE POLICE DEPARTMENT EVIDENCE BUILDING SERVERS, CIP GG 21-13

Adopted **Resolution 24-5548** ratifying purchase of data center infrastructure and firewalls, ratifying Service Contract with Solid Networks Inc., and approving related budget amendment for the Police Department Evidence Building Servers, CIP GG 21-13.

4.10 APPROVE LICENSE AGREEMENT WITH SAN JOAQUIN COUNTY ALLOWING THE INSTALLATION OF A PERMANENT ELECTION BALLOT BOX IN THE CITY HALL PARKING LOT

Item pulled by Councilmember Akinjo. A question and answer period ensued. Government Services Director / City Clerk Teresa Vargas provided additional information.

Adopted **Resolution 24-5549** authorizing the City Manager to execute License Agreement with San Joaquin County Registrar of Voters for the installation of a permanent vote-by-mail ballot box in the City Hall parking lot.

4.11 APPROVE OUT OF STATE TRAVEL FOR THE 2024 WOMEN IN MUNICIPAL GOVERNMENT (WIMG) SUMMER CONFERENCE

Adopted **Resolution 24-5550** authorizing out of state travel for the 2024 National League of Cities, Women in Municipal Government Summer Conference, in Hollywood, Florida, July 17-19, 2024, and approving related budget amendment.

4.12 APPROVE RESOLUTION WAIVING COMMERCIAL LIABILITY INSURANCE REQUIREMENTS FOR CITY-CONTRACTED ENTERTAINERS AT CITY SPONSORED EVENTS

Adopted **Resolution 24-5551** waiving Commercial Liability Insurance requirements for City-Contracted Entertainers at City Sponsored Events.

4.13 APPROVE VARIOUS ANNUAL INDUSTRIAL SOLID WASTE LICENSE RENEWALS FOR FISCAL YEAR (FY) 2024-25

Item pulled by Councilmember Torres-O'Callaghan, expressing concern with Tesla, Inc. not utilizing the City's approved hauler and the potential loss of jobs as a result.

Damian Cooper (in person speaker) expressed concern with the potential approval of the Tesla, Inc. permit; expressed concern with the recent layoffs within the company.

Prior to the vote of the consent calendar, Mayor Dhaliwal requested a follow-up to Councilmember Torres-O'Callaghan's concerns. A question and answer period ensued. City Manager Stephen Salvatore, City Attorney Salvador Navarrete, and Parks & Recreation Director Todd Sebastian provided additional information.

Tesla representatives Anali Gonzalez, Environmental Engineer, and the Environmental Program Manager (in-person speakers; second name not clearly understood) responded to questions of the City Council.

Tesla representatives Justin McGhee, Head of Production Control, and Leandro Bass, Manager for Production Control, (zoom speakers) spoke related to the requested Tesla permit, provided additional information regarding the concerns on job and revenue loss. Unknown speaker (zoom speaker / telephone caller) caller spoke against the requested Tesla, Inc. permit citing potential job loss.

After the discussion related to Item 4.13 concluded, the City Council directed staff to bring back additional information related to the Tesla, Inc. permit; the City Council did not approve the permit and postponed approval consideration pending the additional information from staff related to revenue and job loss concerns.

The City Council considered and adopted the following, except No. 8:

1. Adopted **Resolution 24-5552** approving Annual Industrial Solid Waste License for California Materials, Inc., for FY 2024-25;
2. Adopted **Resolution 24-5553** approving Annual Industrial Solid Waste License for Cal-Waste Recovery Systems for FY 2024-25;
3. Adopted **Resolution 24-5554** approving Annual Industrial Solid Waste License for Central Pacific Holdings, Inc., for FY 2024-25;
4. Adopted **Resolution 24-5555** approving Annual Industrial Solid Waste License for Republic Services for FY 2024-25;
5. Adopted **Resolution 24-5556** approving Annual Industrial Solid Waste License for Ground Force Enterprises for FY 2024-25;
6. Adopted **Resolution 24-5557** Approving Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for FY 2024-25;
7. Adopted **Resolution 24-5558** approving Annual Industrial Solid Waste License for Stockton Scavengers for FY 2024-25; and
- ~~8. Adopt Resolution Approving Annual Industrial Solid Waste License for Tesla, Inc., for FY 2024-25~~
9. Adopted **Resolution 24-5559** approving Annual Industrial Solid Waste License for Tony and Sons Trucking, Inc., for FY 2024-25.

4.14 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA

**Item 4.14 Removed from the agenda – At the request of the Developer, K. Hovnonian Homes Northern California, Inc., the City Council approved removing the item from the agenda.*

~~Adopt Resolution Approving Final Map for Tract 3225 within the Mossdale Landing Area, Totaling 66 Single Family Lots and Subdivision Improvement Agreement with K. Hovnonian Homes Northern California, Inc.~~

4.15 APPROVE PROFESSIONAL MAINTENANCE SERVICES AGREEMENT FOR POTABLE WATER TANKS 5A AND 6 WITH UTILITY SERVICE CO. INC.

Adopted **Resolution 24-5560** approving a Professional Maintenance Service Agreement with Utility Services Co. Inc. for potable water tanks for Tanks 5A and 6, and approve budget amendment.

4.16 APPROVE CONTRACT EXTENSION WITH DAVID SILVA, DBA SILVA LANDSCAPE FOR LANDSCAPE MAINTENANCE SERVICES

Adopted **Resolution 24-5561** approving Contract Extension with David Silva, dba Silva Landscape for landscape maintenance services.

- 4.17 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC. FOR WATER QUALITY LABORATORY SERVICES FOR THE CITY'S REGULATORY COMPLIANCE PROGRAMS FOR DRINKING WATER, STORMWATER, AND WASTEWATER

Adopted **Resolution 24-5562** approving Professional Services Agreement with Fruit Growers Laboratory, Inc. for water quality laboratory services for the City of Lathrop's regulatory compliance programs for drinking water, storm water, and wastewater.

- 4.18 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MACKAY & SOMPS CIVIL ENGINEERS, INC. TO PROVIDE CIVIL ENGINEERING AND LAND SURVEYING SERVICES ASSOCIATED WITH THE LATHROP CENTER ANIMAL PROJECT, CIP GG 23-11

Adopted **Resolution 24-5563** approving Professional Services Agreement with MacKay & Somps Civil Engineers, Inc. to provide civil engineering and surveying services associated with the Lathrop Animal Center Project, CIP GG 23-11.

- 4.19 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH WGR SOUTHWEST, INC. TO PROVIDE SMALL CONSTRUCTION PROJECT INSPECTION SUPPORT FOR THE CITY'S STORM WATER DISCHARGE PERMIT, CIP SD 24-21

Adopted **Resolution 24-5564** approving Professional Services Agreement with WGR Southwest, Inc., to provide small construction project inspection support for the Phase II Small MS4 Storm Water Discharge Permit Regulatory Compliance Program, CIP SD 24-21.

- 4.20 APPROVE TASK ORDER NO. 1 WITH ENGEO, INC. FOR CONSTRUCTION ENGINEERING SERVICES, CIP WW 22-38, CTF PHASE 3 EXPANSION

Adopted **Resolution 24-5565** approving Task Order No. 1 with ENGEO, Inc. for construction engineering services for the Consolidated Treatment Facility Phase 3 Expansion, CIP WW 22-38.

- 4.21 ADOPT POLICY FOR THE ALLOCATION OF WASTEWATER TREATMENT CAPACITY IN THE PHASE 3 EXPANSION OF THE LATHROP CONSOLIDATED TREATMENT FACILITY AND APPROVE USE OF THE PHASE 2 FLOAT CAPACITY

Adopted **Resolution 24-5566** approving the adoption of policy for the allocation of wastewater treatment capacity in the Phase 3 Expansion of the Lathrop Consolidated Treatment Facility and approving the use of the Phase 2 float capacity.

- 4.22 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH CIP PS 24-31, LOCATED ON YOSEMITE AVENUE, APPROVE AMENDMENT NO.1 TO THE REIMBURSEMENT AGREEMENT WITH YOSEMITE LATHROP 2, LLC, AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5567** accepting public improvements associated with CIP PS 24-31, located on Yosemite Avenue, approving Amendment No. 1 to the Reimbursement Agreement with Yosemite Lathrop 2, LLC, and approving budget amendment.

- 4.23 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2023-85, LOCATED AT 1262 E. MADRUGA ROAD FROM CLEAN ENERGY FUELS

Adopted **Resolution 24-5568** accepting public improvements associated with Encroachment Permit No. 2023-85, located at 1262 E. Madrugá Road from Clean Energy Fuels.

- 4.24 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2023-165, LOCATED ON JEFFERSON WAY FROM SOUTH LATHROP LAND, LLC.

Adopted **Resolution 24-5569** accepting public improvements associated with Encroachment Permit No. 2023-165, located on Jefferson Way from South Lathrop Land, LLC.

- 4.25 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY G&G BUILDERS, INC. FOR CIP PK 22-44, INSTALLATION OF RUBBERIZED SURFACING

Adopted **Resolution 24-5570** accepting public improvements constructed by G&G Builders, Inc. for CIP PK 22-44, installation of rubberized surfacing, authorizing the filing of a Notice of Completion, release of contract retention, and release of Performance and Payment Bonds.

- 4.26 CREATE CIP GG 24-35 LATHROP POLICE DEPARTMENT RADIO INFRASTRUCTURE UPGRADE, APPROVE PURCHASE WITH RAY'S RADIO INDUSTRIAL COMMUNICATIONS SALES INC., AND APPROVE RELATED BUDGET AMENDMENTS

Item pulled by Councilmember Akinjo. A question and answer period ensued. Director of Information System Tony Fernandes provided additional information.

Adopted **Resolution 24-5571** creating CIP GG 24-35 Lathrop Police Department radio infrastructure upgrade, approve purchase with Ray's Radio Industrial Communications Sales, Inc. for wireless communications equipment, and approve related budget amendments.

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2024-25 ASSESSMENTS FOR INDUSTRIAL LIGHTING MAINTENANCE DISTRICT; RESIDENTIAL LIGHTING MAINTENANCE DISTRICT; MOSSDALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT; STORM DRAIN DISTRICT ZONE 1 AND ZONE 1A

Deputy City Manager Thomas Hedegard provided the presentation. A question and answer period followed. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Akinjo, seconded by Mayor Dhaliwal, the City Council considered the following:

1. Held a public hearing; and
2. Adopted **Resolution 24-5572** amending and/or approving the Final Engineer's Report and ordering the levy and collection of assessments for the City of Lathrop Industrial Lighting Maintenance District for Fiscal Year 2024-25; maximum assessment for the district for Fiscal Year 2024-25 not to exceed Zone A \$8.82; Zone B \$44.94; Zone C \$8.82, and proposed annual assessment for Fiscal Year 2024-25 Zone A \$8.82; Zone B \$44.94; Zone C \$8.82; and
3. Adopted **Resolution 24-5573** amending and/or approving the Final Engineer's Report and ordering the levy and collection of assessments for the City of Lathrop Residential Lighting Maintenance District for Fiscal Year 2024-25; maximum assessment for the district for Fiscal Year 2024-25 not to exceed Zone A \$51.39; Zone B \$55.06; Zone C \$36.21; Zone D \$67.35; Zone E \$70.80; Zone F \$40.72; Zone G \$9.31, and proposed annual assessment for Fiscal Year 2024-25 Zone A \$51.39; Zone B \$55.06; Zone C \$36.21; Zone D \$67.35; Zone E \$70.80; Zone F \$40.72; Zone G \$9.31; and
4. Adopted **Resolution 24-5574** amending and/or approving the Final Engineer's Report and ordering the levy and collection of assessments for the Mossdale Landscape and Lighting Maintenance District for Fiscal Year 2024-25; maximum assessment for Fiscal Year 2024-25 not to exceed \$320.07, and proposed annual assessment for Fiscal Year 2024-25 \$320.07; and
5. Adopted **Resolution 24-5575** amending and/or approving the Final Engineer's Report and ordering the levy and collection of assessments for the Storm Drain District Zone 1 and Zone 1A for Fiscal Year 2024-25; proposed annual assessment for Fiscal Year 2024-25 for Storm Drain Zone 1 not to exceed \$112.52, and proposed annual assessment for Fiscal Year 2024-25 for Storm Drain Zone 1A not to exceed \$199.92; by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Lazard, Torres- O' Callaghan and Dhaliwal
Noes: None
Absent: Diallo
Abstain: None

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2024-25 ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 93-1 WOODFIELD PARK MAINTENANCE ZONE

Deputy City Manager Thomas Hedegard provided the presentation. A question and answer period followed. Councilmember Akinjo opened the public hearing. There were no speakers. Councilmember Akinjo closed the public hearing.

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council considered the following:

1. Held a public hearing; and
2. Adopted **Resolution 24-5576** amending and/or approving the Final Engineer's Report and ordering the levy and collection of assessments for the Landscape and Lighting Maintenance District No. 93-1 Woodfield Park Maintenance Zone for Fiscal Year 2024-25; proposed annual assessment for FY 2024-25 not to exceed \$123.90; by the following roll call vote, unless otherwise indicated:

Ayes: Lazard, Torres- O' Callaghan and Akinjo
Noes: None
Absent: Diallo
Abstain: Dhaliwal (residence within the subject Landscape and Lighting Maintenance District No. 93-1 Woodfield Park Maintenance Zone)

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2024-25 ASSESSMENTS FOR STONEBRIDGE LANDSCAPING DISTRICT AND STONEBRIDGE DRAINAGE AND LIGHTING MAINTENANCE DISTRICT

Deputy City Manager Thomas Hedegard provided the presentation. A question and answer period followed. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council considered the following:

1. Held a public hearing; and

2. Adopted **Resolution 24-5577** amending and/or approving the Final Engineer’s Report and ordering the levying and collections of assessments for the Stonebridge Landscaping Maintenance District; maximum assessment for Fiscal Year 2024-25 not to exceed \$533.35, and the proposed annual assessment for Fiscal Year 2024-25 is \$489.96; and
3. Adopted **Resolution 24-5578** amending and/or approving the Final Engineer’s Report and ordering the levy and collection of assessments for the Stonebridge Drainage and Lighting District for Fiscal Year 2024-25; maximum assessment for Fiscal Year 2024-25 not to exceed \$533.35, and proposed annual assessments for Fiscal year 2024-25 for Stonebridge Drainage and Lighting District is \$331.00; by the following roll call vote, unless otherwise indicated:

Ayes: Lazard, Torres- O' Callaghan and Dhaliwal

Noes: None

Absent: Diallo

Abstain: Akinjo (residence within the subject Stonebridge Landscaping Maintenance and Stonebridge Drainage and Lighting Districts)

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL – Appointment of One (1) Member to the Planning Commission with Term Ending, June 30, 2028
 - Four (4) applications were received

Mayor Dhaliwal made the following appointment:

Planning Commission

Tosh Ishihara

Term Expires

June 30, 2028

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O’Callaghan, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

- 6.2 MAYOR DHALI WAL REFERRAL – Appointment of Two (2) Members to the Senior Advisory Commission with Terms Ending, June 30, 2027
 - Two (2) applications were received

Mayor Dhaliwal made the following appointments:

Senior Advisory Commission

Donna Davis

Lea White

Term Expires

June 30, 2027

June 30, 2027

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

Ayes: Akinjo, Lazard, Torres- O' Callaghan and Dhaliwal
Noes: None
Absent: Diallo
Abstain: None

- 6.3 MAYOR DHALIWAL REFERRAL – Appointment of Two (2) Members to the Parks and Recreation Commission with Terms Ending, June 30, 2027
- Three (3) applications were received

Mayor Dhaliwal made the following appointments:

<u>Parks and Recreation Commission</u>	<u>Term Expires</u>
Jennifer Hopping	June 30, 2027
Michael Wells	June 30, 2027

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

Ayes: Akinjo, Lazard, Torres- O' Callaghan and Dhaliwal
Noes: None
Absent: Diallo
Abstain: None

- 6.4 MAYOR DHALIWAL REFERRAL – Appointment of Three (3) Members to the Measure C Oversight Committee with Terms Ending, June 30, 2027
- Four (4) applications were received

Mayor Dhaliwal made the following appointments:

<u>Measure C Oversight Committee</u>	<u>Term Expires</u>
Cesareo (Cesar) Albano	June 30, 2027
Gurpiar Sidhu	June 30, 2027
Mansoor Fazel	June 30, 2027

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

Ayes: Akinjo, Lazard, Torres- O' Callaghan and Dhaliwal
Noes: None
Absent: Diallo
Abstain: None

- 6.5 MAYOR DHALIWAL REFERRAL – Appointment of Thirteen (13) Members to the Youth Advisory Commission with Terms Ending, May 31, 2025
- Sixteen (16) applications were received

Mayor Dhaliwal made the following appointments, giving priority to High School Seniors and Juniors, due to not being able to apply after graduation:

<u>Youth Advisory Commission</u>	<u>Term Expires</u>
Shreya Nand (voting member)	May 31, 2025
Manpreet Bains (voting member)	May 31, 2025
Gurjot Singh (voting member)	May 31, 2025
Harnoor Brar (voting member)	May 31, 2025
Faren Ahmadi (voting member)	May 31, 2025
Shubneet Kaur (voting member)	May 31, 2025
Tanya Singh (voting member)	May 31, 2025
Christopher Cadiente (voting member)	May 31, 2025
Erin Payopay (voting member)	May 31, 2025
Riya Chand (voting member)	May 31, 2025
Prabhnoor Kaur (voting member)	May 31, 2025
Osen Ugbiyobo (voting member)	May 31, 2025
Myli B. Charlie Babagay (voting member)	May 31, 2025
Shelby Jauregui (non-voting member)	May 31, 2025
Savanna Quezada (non-voting member)	May 31, 2025
Dahlia Ricaldi (non-voting member)	May 31, 2025

On a motion by Councilmember Torres-O’Callaghan, seconded by Councilmember Lazard, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

Ayes: Akinjo, Lazard, Torres- O’ Callaghan and Dhaliwal
 Noes: None
 Absent: Diallo
 Abstain: None

6.6 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported legislative activities related to the San Joaquin Area Flood Control Agency.

6.7 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo expressed appreciation to the City Manager, Assistant City Manager and staff involved in the City’s River Outfall Project. Councilmember Lazard thanked those in attendance. Councilmember Torres-O’Callaghan wished a Happy Father’s Day to all.

Mayor Dhaliwal invited the public to the State Route 120 / McKinley Avenue Interchange Ribbon Cutting Ceremony to be held June 12, 2024, and the Juneteenth Celebration to be held June 19, 2024 at the Generations Center.

- 7. ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting 9:11 p.m.

A handwritten signature in black ink, appearing to read "Teresa Vargas", written over a horizontal line. The signature is cursive and includes a long horizontal stroke extending to the right.

Teresa Vargas, MMC
Government Services Director
City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 8, 2024
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was no Closed Session. The Regular Meeting commenced at 7:04 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Councilmember Akinjo called the meeting to order at 7:04 p.m.

1.2 ROLL CALL Present: Councilmembers: Akinjo, Lazard and Torres-O’Callaghan.

 Absent: Mayor Dhaliwal and Vice Mayor Diallo

1.3 INVOCATION - Roger Slate, Outreach Minister with Grace Community Church, provided the invocation.

1.4 PLEDGE OF ALLEGIANCE – Outreach Minister Roger Slate led the pledge of allegiance.

1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

Government Services Director and City Clerk Teresa Vargas announced the beginning of the Nomination Period for the 2024 Municipal Election, commencing Monday, July 15, 2024, at 8 a.m. through Friday, August 9, 2024, at 5 p.m. Candidates are encouraged to call the City Clerk’s Department at (209) 94-7230 to make an appointment to pick up nomination papers during this time.

Chief of Police Stephen Sealy announced the National Night Out community event, scheduled for Tuesday, August 6, 2024, from 6 p.m. to 8 p.m.

1.6 INFORMATIONAL ITEM(S) – None.

1.7 DECLARATION OF CONFLICT(S) OF INTEREST – None.

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING JULY AS PARKS AND RECREATION MONTH

Councilmember Akinjo presented a proclamation declaring July 2024 as Parks and Recreation Month to members of the Parks and Recreation Department.

2.2 INTRODUCTION OF NEW EMPLOYEES

Chief of Police Stephen Sealy introduced Police Lieutenant Krystal Pronske. Lieutenant Pronske expressed appreciation for her employment with the City of Lathrop.

2.3 PRESENTATION REGARDING THE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITIONAL PLAN UPDATE

City Engineer Brad Taylor introduced City Accessibility Consultant Lena Roper with MIG Consultants. Ms. Roper provided the presentation, which included, but not limited to, ADA Title II requirements for public entities, public engagement, public programs and policies, evaluation of city facilities, project prioritization and plan structure.

2.4 PRESENTATION REGARDING THE BROADBAND INFRASTRUCTURE MASTER PLAN PROJECT, CIP GG 24-24

City Council consensus approved staff's request to move presentation for Item 2.4 to the Regular Meeting of September 9, 2024.

3. CITIZEN'S FORUM

Gavin Cline (in person speaker), Legislative Representative for Congress Member John Duarte, provided an overview of various legislative updates and activities for California's 13th District. Lawrence Abbott made several comments related to the beautification of the city's storm drain ponds, weed abatement maintenance, planting of additional trees, and requested consideration of access to perform volunteer weed abatement and beautification services on city owned storm drain ponds.

4. CONSENT CALENDAR

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, by the following roll call vote, unless otherwise indicated:

Ayes:	Lazard, Torres-O'Callaghan and Akinjo
Noes:	None
Absent:	Dhaliwal and Diallo
Abstain:	None

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading in full of ordinances and resolutions on agenda and adopt by reading of title only, unless otherwise requested by the Mayor or a Councilmember.

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular City Council Meeting of May 13, 2024, and the Special Meeting of June 3, 2024.

4.3 APPROVE ESTABLISHING THE CITY OF LATHROP POET LAUREATE PROGRAM

Adopted **Resolution 24-5579** establishing the City of Lathrop Poet Laureate Program and authorizing the City Manager to execute a Grant Funding Agreement with the Library & Literacy Foundation for San Joaquin County.

4.4 APPROVE OUT OF STATE TRAVEL AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND TWO (2) OUT OF STATE MEETINGS IN HIS ROLE AS A REGENT OF THE BOARD OF THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL

Adopted **Resolution 24-5580** authorizing out of state travel for the Parks and Recreation Director to attend the National Recreation and Park Association, Revenue Development and Management School Midyear Meeting August 5-6, 2024, in Denver Colorado and March 10-14, 2025, in Wheeling, West Virginia.

4.5 APPROVE OUT OF STATE TRAVEL FOR COUNCIL MEMBERS TO ATTEND "EXPERIENCIA PUERTO RICO 2024", AS MEMBERS OF THE NATIONAL LEAGUE OF CITIES SMALL CITIES COUNCIL

Adopted **Resolution 24-5581** authorizing out of state travel for two (2) Council Members to attend "Experiencia Puerto Rico 2024" in San Juan, Puerto Rico, August 26-28, 2024, as members of the National League of Cities Small Cities Council.

4.6 APPROVE OUT OF STATE TRAVEL FOR COUNCIL MEMBERS TO ATTEND THE 2024 NATIONAL LEAGUE OF CITIES CITY SUMMIT

Adopted **Resolution 24-5582** authorizing out of state travel for four (4) Council Members to attend the 2024 National League of Cities City Summit in Tampa Bay, Florida, November 13 -16, 2024.

- 4.7 APPROVE THE PURCHASE OF FOUR (4) VEHICLES FROM PHIL LONG FORD OF DENVER AND TWO (2) VEHICLES FROM AMERICAN CHEVROLET OF MODESTO

Adopted **Resolution 24-5583** approving the purchase of four (4) vehicles from Phil Long Ford of Denver, and **Resolution 24-5584** approving the purchase of two (2) vehicles from American Chevrolet of Modesto.

- 4.8 APPROVE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR TESLA, INC., FOR FISCAL YEAR (FY) 2024-25

Adopted **Resolution 24-5585** approving Annual Industrial Solid Waste License for Tesla, Inc., for FY 2024-25.

- 4.9 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 66 LOTS IN TRACT 3225 WITHIN THE MOSSDALE LANDING AREA

Adopted **Resolution 24-5586** approving Final Map for Tract 3225 within the Mossdale Landing Area, totaling 66 single-family lots and Subdivision Improvement Agreement with K. Hovnanian Homes Northern California, Inc.

- 4.10 ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR EP NO. 2023-102, LOCATED ON GOLDEN VALLEY PARKWAY BETWEEN RIVER ISLANDS PARKWAY AND SPARTAN WAY, FROM LATHROP LAND ACQUISITION, LLC, APPROVE BUDGET AMENDMENT, RESCIND PREVIOUS APPROVAL OF CHANGE ORDER, AND APPROVE CHANGE ORDER NO. 33 FOR LANDSCAPE MAINTENANCE SERVICES WITH SILVA LANDSCAPE

Adopted **Resolution 24-5587** accepting public improvements with associated conditions for Encroachment Permit No. 2023-102, located on Golden Valley Parkway, between River Islands Parkway and Spartan Way, from Lathrop Land Acquisition, LLC., approving budget amendment, rescind previous approval of Change Order No. 32, and approving Change Order No. 33 for landscape maintenance services with Silva Landscape.

- 4.11 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR LATHROP ROAD PAVEMENT REPAIR, CIP PS 24-35

Adopted **Resolution 24-5588** accepting public improvements constructed by DSS Company, dba Knife River Construction, for Lathrop Road pavement repair, CIP PS 24-35, authorizing the filing of a Notice of Completion, releasing contract retention, and releasing Performance and Payment Bonds.

- 4.12 AWARD CONSTRUCTION CONTRACT TO MARINA LANDSCAPE, INC. FOR CONSTRUCTION OF THE GREEN PARK IMPROVEMENTS, CIP PK 22-12 AND APPROVE BUDGET AMENDMENT

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 24-5589** awarding Construction Contract to Marina Landscape, Inc. for the Green Park improvements, CIP PK 22-12, and approving budget amendment.

- 4.13 AWARD ADDITIONAL SCOPE OF WORK TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION AND APPROVE BUDGET AMENDMENT TO CONSTRUCT SIDEWALK IMPROVEMENTS AT THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION PROJECT, CIP PS 15-02

Adopted **Resolution 24-5590** awarding additional scope of work to DSS Company, dba Knife River Construction, and approving budget amendment to construct sidewalk improvements at the Louise Avenue and McKinley Avenue Intersection Project, CIP PS 15-02.

- 4.14 AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR CONSTRUCTION OF YOSEMITE AVENUE PAVEMENT REHABILITATION, CIP PS 24-31 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5591** awarding Construction Contract to DSS Company, dba Knife River Construction, for construction of Yosemite Avenue pavement rehabilitation, CIP PS 24-31, and approving a budget amendment.

- 4.15 RATIFY CITY MANAGER'S EXECUTION OF CONTRACT CHANGE ORDER NO. 2 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER

Adopted **Resolution 24-5592** ratifying City Manager's execution of Contract Change Order No. 2, accepting public improvements constructed by Luma Engineering Contractors, Inc., for the Park West shade shelter, authorizing the filing of a notice of completion, and releasing contract retention and Performance and Payment Bonds.

RIVER ISLANDS CONSENT ITEM(S)

City Attorney Salvador Navarrete explained that any potential conflict for Item 4.16 is insignificant, as the approval discretion lies within the authority and control of the City Engineer. The City Engineer has deemed the improvements completed per the approved plans and specifications. Therefore, approval of the C2 Community Park

Improvements by the City Council serves to the benefit of the public and does not change or alter the existing River Islands development agreement.

4.16 ACCEPT C2 COMMUNITY PARK IMPROVEMENTS ASSOCIATED WITH THE SIA FOR TRACT 3794 FROM RIVER ISLANDS CUSTOM HOMESITES, LLC. LOCATED WITHIN THE LAKESIDE EAST DISTRICT OF RIVER ISLANDS

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council adopted **Resolution 24-5593** accepting C2 Community Park improvements, associated with the Subdivision Improvement Agreement for Tract 3794 from River Islands Custom Homesites, LLC, located within the Lakeside East District of River Islands, by the following roll call vote:

Ayes: Lazard, Torres-O'Callaghan and Akinjo
Noes: None
Absent: Dhaliwal and Diallo
Abstain: None

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A GENERAL PLAN AMENDMENT, PRE-ZONE, CONDITIONAL USE PERMIT, SITE PLAN REVIEW, AND ANNEXATION FOR THE SINGH PETROLEUM PROJECT

Community Development Director Rick Caguiat and Planning Consultant David Niskanen with JB Anderson Planning provided the presentation. A question and answer period followed. City Engineer Brad Taylor provided additional information related to the Roth Road realignment and interchange improvements.

Councilmember Akinjo opened the public hearing. Melvin Higginbotham (in-person speaker), architect representing Singh Petroleum (applicant), provided additional information related to the project. Mike Hakeem (in-person speaker), legal representative for the applicant provided additional information related to the project. There were no other speakers. Councilmember Akinjo closed the public hearing. At the request of the City Council, JD Hightower, Executive Officer for San Joaquin Local Agency Formation Commission, provided information regarding the annexation process.

On a motion by Councilmember Akinjo, seconded by Councilmember Lazard, the City Council considered the following:

1. Held a public hearing;

2. Adopted **Resolution 24-5594** certifying the Final Environmental Impact Report (FEIR) (SCH# 2022120596), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan for the Singh Petroleum Project;
3. Adopted **Resolution 24-5595** approving a General Plan Amendment of APN: 191-250-06 to FC, Freeway Commercial (GPA-20-60);
4. Introduced First Reading of an Ordinance for Zoning Map Amendment related to the Pre-Zoning of the Subject Annexation Area (REZ-20-61);
5. Adopted **Resolution 24-5596** approving a Conditional Use Permit and Site Plan Review to Allow for the Development of a Travel Plaza on the Subject Properties (CUP-20-62 and SPR-20-63); and
6. Adopt **Resolution 24-5597** directing staff to file an application with San Joaquin Local Agency Formation Commission for the Annexation of 22.42-acres (ANX-20-64), by the following roll call vote:

Ayes: Lazard, Torres-O'Callaghan and Akinjo
 Noes: None
 Absent: Dhaliwal and Diallo
 Abstain: None

5.2 DISCUSS PROPOSED COMMEMORATIVE LIGHTING POLICY FOR THE CITY OWNED PALM TREES

Community Development Director Rick Caguiat provided the presentation. A question and answer period followed. Councilmember Torres-O'Callaghan requested adding protocol for lighting palm trees commemorating fallen first responders, in which red lights would commemorate fallen firefighters and blue lights would commemorate fallen police officers. JD Hightower (in person speaker) requested Council consideration of lighting the palm trees red, white, and blue on June 14, commemorating National Flag Day.

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council discussed and adopted **Resolution 24-5598** approving the revised Commemorative Lighting Policy for the City Owned Palm Trees, which included protocols for lighting palm trees commemorating fallen first responders (red lights commemorating fallen firefighters and blue lights commemorating fallen police officers) and lighting the palm trees red, white, and blue on June 14, commemorating National Flag Day.

Ayes: Lazard, Torres-O'Callaghan and Akinjo
Noes: None
Absent: Dhaliwal and Diallo
Abstain: None

6. COUNCIL COMMUNICATIONS

6.1 COUNCILMEMBER TORRES-O'CALLAGHAN REFERRAL –Discuss Installing Traffic Signal at Central Pacific and Spartan Way, Near the High School

Councilmember Torres-O'Callaghan provided a summary of the referral. A question and answer period ensued. City Engineer Brad Taylor provided additional information regarding the feasibility of the traffic signal. Council consensus accepted the referral. The item will be agendaized during a future meeting.

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Torres-O'Callaghan reported her attendance to the National League of Cities Hispanic Elected Local Officials (HELO) and Small Cities Conferences.

Councilmember Akinjo reported his attendance to meetings of the San Joaquin Area Flood Control Agency and provided an update on the successful passage of the Mossdale Overlay Assessment District.

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Torres-O'Callaghan expressed appreciation to both Chief Sealy and Chief Bramell for July 4th response times and proactive enforcement and prevention on illegal firework activity. Councilmembers Akinjo and Lazard echoed similar sentiments.

7. ADJOURNMENT – There being no further business, Councilmember Akinjo adjourned the meeting at 8:47 p.m.



Teresa Vargas, MMC
Government Services Director
City Clerk

ITEM 4.4

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 12, 2024
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session, which commenced at 5:03 p.m. The Regular Meeting reconvened at 7:09 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:03 p.m.

1.2 CLOSED SESSION

1.2.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Pursuant to Government Code Section 54957

- Chief of Police
- City Attorney
- City Manager

1.2.2 CONFERENCE WITH LEGAL COUNSEL Anticipated Litigation- Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1):

- 1 Potential Case

Closed Session Items 1.2.3 through 1.2.18 are related to Right of Way Acquisition for the Harlan Road Realignment at Roth Road Project (CIP PS 14-04)

1.2.3 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-130, 11550 S. Harlan Rd, Lathrop, CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Lathrop Sands Community, LLC
Under Negotiation: Price and Terms of Purchase

1.2.4 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-140, 11616 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Balwant Sandhu
Under Negotiation: Price and Terms of Purchase

- 1.2.5 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-150, 11674 S. Harlan Road, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Herrera & Torres
Under Negotiation: Price and Terms of Purchase
- 1.2.6 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-160, 11672 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Torres, Herrera, Hernandez
Under Negotiation: Price and Terms of Purchase
- 1.2.7 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-200, 116 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Fast Lane Sierra
Under Negotiation: Price and Terms of Purchase
- 1.2.8 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-060, 11338 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Fast Lane Sierra
Under Negotiation: Price and Terms of Purchase
- 1.2.9 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-080, 11378 S Harlan Road, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ravinder & Daljit Dhillon
Under Negotiation: Price and Terms of Purchase
- 1.2.10 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-120, 11500 S Harlan Road, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ravinder & Daljit Dhillon; Singh
Under Negotiation: Price and Terms of Purchase
- 1.2.11 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-100, 11432 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ravinder & Daljit Dhillon; Sanchos / Albararo
Under Negotiation: Price and Terms of Purchase

- 1.2.12 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-040, 134 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Inderpal Pal; Romo / Thompson
Under Negotiation: Price and Terms of Purchase
- 1.2.13 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-110, 11525 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: J & D Cadell Family Trust
Under Negotiation: Price and Terms of Purchase
- 1.2.14 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-050, 11333 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: J & D Cadell Family Trust
Under Negotiation: Price and Terms of Purchase
- 1.2.15 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-180, 11265 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: J & D Cadell Family Trust
Under Negotiation: Price and Terms of Purchase
- 1.2.16 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-030-010, 250 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Schell & Kampeter, Inc. (Diamond Holdings)
Under Negotiation: Price and Terms of Purchase
- 1.2.17 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 193-330-400, 10998 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Stephen & Darlene Beneto
Under Negotiation: Price and Terms of Purchase
- 1.2.18 CONFERENCE WITH REAL PROPERTY NEGOTIATOR:
Pursuant to Government Code Section: 54956.8
Address: APN 196-030-020, 342 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Monier Lifetime, LLC.
Under Negotiation: Price and Terms of Purchase

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:09 p.m.

1.2.19 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete stated there were no reportable actions. Mayor Dhaliwal called a Special Meeting on August 19, 2024, at 5:00 p.m., to discussion Closed Session items listed on the agenda as Items 1.2.3 through 1.2.18.

1.3 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Diallo; and Councilmembers: Akinjo, Lazard and Torres-O’Callaghan

Absent: None

1.4 INVOCATION – Senior Pastor Don Britton, Grace Community Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Senior Pastor Don Britton led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore provided information regarding the ongoing traffic improvements at the McKinley and Louise Avenue Intersection; and the grand opening of Champions Parks in River Islands, scheduled for August 13, 2024.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Vice Mayor Diallo declared a conflict of interest with Items 4.17 through 4.24, due to an agreement with the River Islands Development. Councilmember Lazard declared a conflict of interest with Items 4.17 through 4.24, due to her employment with Dell’Osso Farms.

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING AUGUST AS NATIONAL BREASTFEEDING AWARENESS MONTH

Councilmember Akinjo presented a proclamation to Breastfeeding Coordinator Olivia Millan, with the Community Medical Centers, WIC Division, declaring August 2024 as National Breastfeeding Awareness Month.

2.2 INTRODUCTION OF NEW EMPLOYEES

Police Chief Stephen Sealy introduced Police Lieutenant Brian Hernandez and Police Officer Kathryn Gonzalez, as the newest Police Department employees.

(Police Officer Alejandra Maldonado was not available for introduction.)

3. CITIZEN'S FORUM

Government Services Director / City Clerk Teresa Vargas announced public comment letters received by Brandy Perkins regarding expressing gratitude to staff on behalf of the Juneteenth Committee on a successful Juneteenth event, and for the installation of the Christina Laughlin Memorial. Julie Blood (in person speaker), on behalf of the Lathrop Filipino Farm Center, provided information and invited the public to attend the memorial exhibit of the "Forgotten History of the Filipino Farm Center", to be held September 8, 2024, at the San Joaquin County Historical Museum, Mickey Grove Park. Lawrence Abbott (zoom speaker) followed-up on his prior request for access to the City's storm drain ponds to perform volunteer maintenance and landscape work. Mr. Abbott also provided information related to potential grants from the North San Joaquin Native Plant Society Valley Chapter for beautification projects for local agencies.

4. CONSENT CALENDAR

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council approved Items 4.1 through 4.16, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Diallo, Lazard, Torres-O'Callaghan and Dhaliwal
Noes: None
Absent: None
Abstain: None

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading in full of ordinances and resolutions on agenda and adopt by reading of title only, unless otherwise requested by the Mayor or a Councilmember.

4.2 SECOND READING AND ADOPTION OF ORDINANCE 24-459 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP ZONING MAP TO PREZONE THE PROPERTIES IN THE SINGH PETROLEUM PROJECT AREA (REZ-20-61)

Waived full reading and adopted **Ordinance 24-459** amending the Lathrop Zoning Map to Prezone the Properties in the Singh Petroleum Project Area (REZ-20-61).

4.3 APPROVE WRITE-OFF OF UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS FOR FISCAL YEAR 2023-24

Adopted **Resolution 24-5599** approving write-off of uncollectible utility and miscellaneous accounts for Fiscal Year (FY) 2023-24.

4.4 APPROVE FACILITY FEE WAIVER REQUEST FOR RIVER ISLANDS RIPTIDE FOOTBALL AND CHEER TO HOST PRACTICES AT THE STEAM ACADEMY FIELD FROM JULY 8, 2024, THROUGH NOVEMBER 15, 2024

Pulled by Vice Mayor Diallo. A question and answer period followed. City Attorney Salvador Navarrete, Parks and Recreation Director Todd Sebastian and Finance Director Cari James provided additional information.

Adopted **Resolution 24-5600** approving Facility Fee Waiver request for River Islands Riptide Football and Cheer for the use of the STEAM Academy Field from July 8, 2024, through November 15, 2024, to host practices.

4.5 APPROVE THE PUBLIC BENEFIT GRANT PROGRAM APPLICATION SUBMITTAL TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT AND APPROVE THE PURCHASE OF UP TO FIVE (5) PLUG-IN ELECTRIC HYBRID VEHICLES FROM TOYOTA TOWN OF STOCKTON AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5601** approving the Public Benefit Grant Program Application Submittal to the San Joaquin Valley Air Pollution Control District, and approving the purchase of five (5) plug-in electric hybrid vehicles from Toyota Town of Stockton, and approving related budget amendment.

4.6 APPROVE SIDE LETTER OF AGREEMENT WITH LATHROP POLICE OFFICERS ASSOCIATION

Adopted Resolution 24-5602 authorizing the Mayor to execute a Side-Letter of Agreement updating the Lathrop Police Officer's Association (LPOA) Memorandum of Understanding to include the corporal classification.

4.7 APPROVE AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT

Adopted **Resolution 24-5603** approving Agreement to provide law enforcement services to the American Heart Association for the 209 Heart & Stroke Walk Event on September 21, 2024.

- 4.8 APPROVE OUT OF STATE TRAVEL FOR TWO (2) POLICE DEPARTMENT STAFF TO ATTEND THE 24PET'S SOFTWARE USER CONFERENCE IN SEPTEMBER 2024

Adopted **Resolution 24-5604** approving out of state travel for two (2) Police Department staff members to attend the 24Pet's Software User Conference 2024 in Las Vegas, Nevada from September 24, 2024 to September 26, 2024.

- 4.9 APPROVE OUT OF STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF AND TWO (2) INFORMATION SYSTEMS DEPARTMENT (ISD) STAFF TO ATTEND THE RIMSCON CONFERENCE IN OCTOBER 2024

Adopted **Resolution 24-5605** approving out of state travel for two (2) Lathrop Police Department staff members and two (2) Information Systems Department (ISD) staff members to attend the RIMSCON 2024 Conference in South Lake Tahoe, Nevada from October 7, 2024 to October 11, 2024, and approving related budget amendment.

- 4.10 APPROVE REPLACEMENT OF THE SOUTH LATHROP COMMERCE CENTER BONDS ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARCEL MAP 17-01

Pulled by Councilmember Akinjo. A question and answer period followed. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 24-5606** approving replacement of the South Lathrop Commerce Center Bonds associated with the Subdivision Improvement Agreement for Parcel Map 17-01.

- 4.11 APPROVE AGREEMENTS WITH EKI ENVIRONMENT & WATER, INC. AND DE NOVO PLANNING GROUP, INC. FOR COMPLETION OF THE INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND CIP WW 22-24, AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5607** approving Professional Service Agreements with EKI Environment & Water, Inc. and De Novo Planning Group for completion of the Integrated Water Resources Master Plan Amendment and CEQA Compliance, PW 22-19 & CIP WW 22-24, and approving related budget amendment.

- 4.12 AWARD ADDITIONAL SCOPE OF WORK TO D.L. FALK CONSTRUCTION FOR POLICE EVIDENCE BUILDING, CIP GG 21-13

Adopted **Resolution 24-5608** awarding additional scope of work to D.L. Falk Construction for the Police Department Evidence Building, CIP GG 21-13.

- 4.13 AWARD CONSTRUCTION CONTRACT TO CONSOLIDATED ENGINEERING, INC. FOR CONSTRUCTION OF CIP PS 23-18 MCKINLEY AVENUE PAVEMENT REHABILITATION, APPROVE BUDGET AMENDMENT, APPROVE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS, AND AUTHORIZE CITY MANAGER TO EXECUTE THE AGREEMENT

Adopted **Resolution 24-5609** awarding Construction Contract to Consolidated Engineering, Inc. for construction of CIP PS 23-18 McKinley Avenue pavement rehabilitation, approving related budget amendment, approving Program Supplement Agreement with Caltrans, and authorizing the City Manager to execute the agreement.

- 4.14 AWARD THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP, LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING STAFF SERVICES TO THE BUILDING DEPARTMENT

Pulled by Councilmember Akinjo. A question and answer period followed. Assistant City Manager Michael King provided additional information.

Adopted **Resolution 24-5610** awarding three (3) Master Professional Consulting Service Agreements to 4LEAF, Inc., BPR Consulting Group, LLC, and TRB and Associates, Inc., approving three (3) Task Orders for each, to provide professional plan review services, building inspection services, and permitting staff services to the Building Department.

- 4.15 AWARD FLEET MAINTENANCE AND REPAIR SERVICES CONTRACT TO MANTECA FORD-MERCURY, INC., FOR MAINTENANCE AND REPAIR OF CITY FLEET

Adopted **Resolution 24-5611** awarding a Fleet Maintenance and Repair Services Contract to Manteca Ford-Mercury, Inc., for Maintenance and Repair of City Fleet.

- 4.16 CREATE CIP PS 25-05, LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, APPROVE PROFESSIONAL SERVICES AGREEMENT WITH TJKM TO PROVIDE DESIGN SERVICES ASSOCIATED WITH CIP PS 25-05, AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5612** creating CIP PS 25-05, Lathrop High School pedestrian signal, approving a Professional Services Agreement with TJKM to provide design services associated with CIP PS 25-05, and approving budget amendment.

RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)

Councilmember Lazard and Vice Mayor Diallo recused themselves at 7:40 p.m., following the vote of the consent calendar, prior to the vote of Item 4.17, due to declared conflict of interested as noted on Item 1.8.

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O'Callaghan, the City Council approved Items 4.17 through 4.24, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Torres-O'Callaghan and Dhaliwal
Noes: None
Absent: None
Abstain: Diallo, Lazard

4.17 APPROVE AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL PUMPKIN MAZE EVENT AT DELL'OSSO FARMS

Pulled by Councilmember Torres-O'Callaghan, requested additional information regarding coverage. Captain Shea responded to the inquiry and stated sufficient staffing is available to cover the necessary shifts.

Adopted **Resolution 24-5613** approving Agreement to provide Law Enforcement Services to Dell'Osso Farms, LLC, for the Annual Pumpkin Maze Event on October 4, 2024 through October 31, 2024.

4.18 APPROVE FIBER OPTIC COMMUNICATION INFRASTRUCTURE CONSTRUCTION, OPERATION, AND MAINTENANCE AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC

Pulled by Councilmember Akinjo. City Engineer provided additional information regarding ownership of the fiber infrastructure.

Adopted **Resolution 24-5614** approving a Fiber Optic Communication Infrastructure Construction, Operation, and Maintenance Agreement with River Islands Development, LLC.

4.19 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 55 LOTS IN TRACT 4189 VILLAGE 41, UNIT 2 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5615** approving Final Map for Tract 4189 Village 41, Unit 2 within the Lake Harbor West District, totaling 55 residential lots and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC.

4.20 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 50 LOTS IN TRACT 4221 UNIT 2 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5616** approving Final Map for Tract 4221 Unit 2 within the West Village District, totaling 50 single-family lots, annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC.

- 4.21 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 80 LOTS IN TRACT 4226 VILLAGE 5, UNIT 1 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5617** Approving Final Map for Tract 4226 Village 5, Unit 1 within the Woodlands East District, Totaling 80 Residential Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC and Califia, LLC

- 4.22 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 89 LOTS IN TRACT 4223 VILLAGE 6 UNIT 1 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5618** approving Final Map for Tract 4223 Village 6 Unit 1 within the Woodlands East District, totaling 89 single-family lots, annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 3, LLC.

- 4.23 APPROVE LARGE LOT FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 8 UNDEVELOPABLE PARCELS IN TRACT 4235 WITHIN THE WEST VILLAGE DISTRICT OF RIVER ISLANDS

Adopted **Resolution 24-5619** approving a large lot Final Map for Tract 4235 within the West Village District, totaling 8 undevelopable parcels, and Subdivision Improvement Agreement with River Islands Development Area 1, LLC.

- 4.24 AWARD CONSTRUCTION CONTRACT TO GSE CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF CIP WW 22-38, CTF PHASE 3 EXPANSION, APPROVE BUDGET AMENDMENT, AND APPROVE UPDATED FUNDING AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC

Adopted **Resolution 24-5620** awarding a Construction Contract to GSE Construction Company, Inc. for CIP WW 22-38, CTF Phase 3 expansion, approving related budget amendment, and approving updated Funding Agreement with River Islands Development, LLC.

5. SCHEDULED ITEMS

Councilmember Lazard and Vice Mayor Diallo returned to the dais at 7:48 p.m.

- 5.1 APPOINTMENT OF VOTING DELEGATE & ALTERNATE FOR THE 2024 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Government Services Director / City Clerk Teresa Vargas provided the presentation. A question and answer period followed.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council appointed Vice Mayor Diallo as the City's Voting Delegate, and Councilmembers Akinjo and Torres-O'Callaghan as the City's Voting Alternates, for the 2024 League of California Cities Annual Conference, October 16-18, 2024, at the Long Beach Convention Center, by the following roll call vote:

Ayes: Akinjo, Diallo, Lazard, Torres-O'Callaghan and Dhaliwal
Noes: None
Absent: None
Abstain: None

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL – Set Application Deadline for One (1) Member to the San Joaquin County Mosquito & Vector Control District Board of Trustees, with Term Ending December 31, 2024, due to Unexpired Term Vacancy, In Addition to a Full Term of Four (4) Years, ending December 31, 2029

Mayor Dhaliwal set the application deadline to October 1, 2024, with appointment during the October 14, 2024, Regular Meeting.

- 6.2 MAYOR DHALIWAL REFERRAL - Discussion Regarding the Installation of a Shade Structure on the South Side of Sangalang Park

Mayor Dhaliwal provided a summary of the referral. Council consensus accepted the referral. The item was requested to come back for formal discussion during the Regular Meeting in September.

- 6.3 MAYOR DHALIWAL REFERRAL - Discussion Regarding Boat Parking on Residential Driveways on a Case-By-Case Basis

Mayor Dhaliwal provided a summary of the referral. Council consensus accepted the referral. The item was requested to come back for formal discussion during the Regular Meeting in September.

- 6.4 VICE MAYOR DIALLO REFERRAL - Discussion Regarding Fire Stations Serving As Safe Houses For Domestic Violence Victims

Vice Mayor Diallo provided a summary of the referral. A question and answer period ensued. Fire Chief Bramell and City Manager Stephen Salvatore spoke on the matter. Council consensus accepted the referral. The item was requested to come back for formal discussion during the Regular Meeting in September.

6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported his attendance to recent meetings and legislative actions of the San Joaquin Area Flood Control Agency and recent.

Mayor Dhaliwal reported his attendance to a recent meeting and legislative actions of the San Joaquin County Council of Governments and his appointment as Chair.

6.6 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo commented on the development of the city and all the new projects; complimented staff on their efforts. Councilmember Lazard expressed appreciation to staff for the coordination of the National Night Out event. Councilmember Torres-O'Callaghan expressed appreciation to staff for the end of summer community event and the Animal Center Olympics event. Vice Mayor Diallo expressed appreciation to staff for recent travel arraignments during the massive worldwide Microsoft/CrowdStrike outage and flights being grounded; and requested referrals for discussion on student transportation, social media policy, iPhones for city management, discussion on the 10% late fee on utility bills, and discounts for veterans. Mayor Dhaliwal commented on the growth of the city and its national recognition for being one of the top fastest growing cities.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:15 p.m.



Teresa Vargas, MMC
Government Services Director
City Clerk



**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
MONDAY, AUGUST 19, 2024, 5:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive, Lathrop, CA 95330**

MINUTES

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:03 p.m.

1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Diallo; and Councilmember Akinjo

Absent: Councilmembers Lazard and Torres-O’Callaghan

**Councilmember Lazard arrived after roll call at 5:18 p.m.*

1.3 PLEDGE OF ALLEGIANCE – Vice Mayor Diallo led the pledge of allegiance.

1.4 DECLARATION OF CONFLICT(S) OF INTEREST - None

1.5 CLOSED SESSION

1.5.1 CONFERENCE WITH LEGAL COUNSEL Anticipated Litigation-Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1):

- 1 Potential Case

Closed Session Items ~~1-2-3~~ 1.5.2 through ~~1-2-18~~ 1.5.17 are related to Right of Way Acquisition for the Harlan Road Realignment at Roth Road Project (CIP PS 14-04)

1.5.2 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS: Pursuant to Government Code Section: 54956.8

Address: APN 196-020-130, 11550 S. Harlan Rd, Lathrop, CA

Agency Negotiator: Stephen J. Salvatore, City Manager

Negotiating Parties: Lathrop Sands Community, LLC

Under Negotiation: Price and Terms of Purchase

1.5.3 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8

Address: APN 196-020-140, 11616 S. Harlan Rd, Lathrop CA

Agency Negotiator: Stephen J. Salvatore, City Manager

Negotiating Parties: Balwant Sandhu

Under Negotiation: Price and Terms of Purchase

- 1.5.4 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-150, 11674 S. Harlan Road, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Herrera & Torres
Under Negotiation: Price and Terms of Purchase
- 1.5.5 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-160, 11672 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Torres, Herrera, Hernandez
Under Negotiation: Price and Terms of Purchase
- 1.5.6 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-200, 116 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Fast Lane Sierra
Under Negotiation: Price and Terms of Purchase
- 1.5.7 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-060, 11338 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Fast Lane Sierra
Under Negotiation: Price and Terms of Purchase
- 1.5.8 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-080, 11378 S Harlan Road, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ravinder & Daljit Dhillon
Under Negotiation: Price and Terms of Purchase
- 1.5.9 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-120, 11500 S Harlan Road, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ravinder & Daljit Dhillon; Singh
Under Negotiation: Price and Terms of Purchase
- 1.5.10 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-100, 11432 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ravinder & Daljit Dhillon; Sanchos / Albararo
Under Negotiation: Price and Terms of Purchase

- 1.5.11 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-040, 134 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Inderpal Pal; Romo / Thompson
Under Negotiation: Price and Terms of Purchase
- 1.5.12 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-110, 11525 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: J & D Cadell Family Trust
Under Negotiation: Price and Terms of Purchase
- 1.5.13 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-050, 11333 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: J & D Cadell Family Trust
Under Negotiation: Price and Terms of Purchase
- 1.5.14 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-020-180, 11265 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: J & D Cadell Family Trust
Under Negotiation: Price and Terms of Purchase
- 1.5.15 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 196-030-010, 250 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Schell & Kampeter, Inc. (Diamond Holdings)
Under Negotiation: Price and Terms of Purchase
- 1.5.16 CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code Section: 54956.8
Address: APN 193-330-400, 10998 S. Harlan Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Stephen & Darlene Beneto
Under Negotiation: Price and Terms of Purchase
- 1.5.17 CONFERENCE WITH REAL PROPERTY NEGOTIATOR:
Pursuant to Government Code Section: 54956.8
Address: APN 196-030-020, 342 Roth Rd, Lathrop CA
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Monier Lifetime, LLC.
Under Negotiation: Price and Terms of Purchase

RECONVENE – Mayor Dhaliwal reconvened the meeting at 6:02 p.m.

1.5.18 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that the City Council provided direction and directed staff not to file litigation pursuant to Item 1.5.1; and directed staff to initiate negotiations pursuant to Items 1.5.2 through 1.5.17.

- 2. ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 6:04 p.m.



Teresa Vargas, MMC
Government Services Director
City Clerk

ITEM 4.6

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: 2024 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT

RECOMMENDATION: Adopt Resolution Adopting an Amended Conflict of Interest Code

SUMMARY:

The City of Lathrop has adopted a local Conflict of Interest Code as mandated by the Political Reform Act of 1974. In addition, the Act requires the City to review the Code biennially on even-numbered years. A Conflict of Interest Code is the legal instrument requiring those individuals holding designated positions to disclose their financial interests to help avoid conflicts of interest.

Under the Political Reform Act, a public official has a disqualifying conflict of interest in a governmental decision if it is foreseeable that the decision will have a financial impact on their personal finances or other financial interests. In such cases, there is a risk of biased decision-making that could sacrifice the public's interest in favor of the official's private financial interests. To avoid actual bias or the appearance of possible improprieties, the public official is prohibited from participating in the decision.

From the last update in September 2022, the City made several changes to existing positions and added new classifications. In reviewing the existing Conflict of Interest Code and newly added positions, it was determined that an amendment is necessary to reflect the current organizational structure, position classifications and duties.

BACKGROUND:

The Political Reform Act of 1974 requires that cities and other local government agencies adopt local Conflict of Interest Codes. Lathrop's code requires disclosure of financial interests of certain employees, consultants and members of boards and commissions if these persons are likely to be involved in decision-making that could affect their own financial interests.

All public employees must comply with the State's general conflict of interest laws by abstaining from influencing or making decisions that would affect their own financial interests. Additionally, employees who hold positions designated in the City's Conflict of Interest Code must disclose specified types of financial interests on annual financial disclosure statements that are filed with the Government Services Director / City Clerk.

The Political Reform Act also requires every local government agency to review its Conflict of Interest Code biennially to determine its accuracy no later than October 1 of even-numbered years, or the first business day in October.

Updates do not change the basic conflict of interest abstention rules, which reflect state law. However, changes in City staff titles, organization structure and responsibilities require that the designated position list and disclosure categories be updated as indicated below.

How a Conflict of Interest Code Works:

- Public official/employee holds a position that involves making or participating in making governmental decisions.
- Position is designated in the Conflict of Interest Code:
 - Disclosure is based on a position’s level of decision-making.
- Official/employee files Statements of Economic Interests (Form 700):
 - Serves as a reminder to official/employee of potential conflicts of interest.
 - The Form 700 is a public document.

Types of Form 700 Filers:

Code Filers

A designated position in a conflict of interest code is often referred to as a “code filer” because the position files a Form 700 based on its designation in the conflict of interest code. An overview of conflicts of interests under the Political Reform Act is as Attachment B to the staff report.

87200 Filers

Positions specifically listed in Section 87200 or meets the criteria in Regulation 18700.3 as a public investment manager is an 87200 filer, such as: Mayor, Council Members, Planning Commissioners, City Manager, City Attorney, Treasurer, Finance Director, or any Public Official and or employee who directly manages the City’s public investments. Does not include individuals who work under the supervision of a Financial Manager or Director.

What Does It Mean to Make or Participate in a Decision?

When reviewing the City’s Conflict of Interest Code, it is important in understand which positions are authorized in making decisions or participating in the decision-making process. In terms of the Political Reform Act, making a decision means voting on a matter, approving the budget, adopting policy, making purchasing decision, and entering into contracts. To participate in a decision means negotiating the terms of a contract, writing the specifications of a bid, and advising or making recommendations to the decision-maker or governing body without significant intervening substantive review.

Disqualifying Financial Interest

If a decision may have a financial impact or effect on any of the foregoing interests, an official is disqualified from governmental decision if the following two conditions are met:

1. The financial impact or effect is foreseeable, and
2. The financial impact or effect is significant enough to be considered material.

Generally, a financial impact or effect is presumed to be both foreseeable and material if the financial interest is "explicitly" or directly involved in the decision. A financial interest is explicitly involved in the decision whenever the interest is a named party in, or the subject of, a governmental decision before the official or the official's agency.

If the interest is "not explicitly involved" in the decision, a financial impact or effect is reasonably foreseeable if the effect can be recognized as a realistic possibility and more than hypothetical or theoretical. A financial effect need not be likely to occur to be considered reasonably foreseeable.

However, for interests "not explicitly involved" in the decision, different standards apply to determine whether a foreseeable effect on an interest will be material depending on the nature of the interest. The Fair Political Practices Commission (FPPC) has adopted rules for deciding what kinds of financial effects are important enough to trigger a conflict of interest. These rules are called "materiality standards," that is, they are the standards that should be used for judging what kind of financial impacts resulting from governmental decisions are considered material or important.

There are too many materiality standards to adequately describe them in totality. To determine the applicable materiality standard, or to obtain more detailed information on conflicts, an official may seek assistance from agency counsel or the FPPC anytime the official has reason to believe a decision may have a financial impact or effect on his or her personal finances or other financial interests.

The Fair Political Practices Commission allows five (5) types of interests that may result in disqualification, which are broadened into seven (7) detailed Disclosure Categories listed below for the City of Lathrop in Exhibit B. These are the disqualifications applicable in 2024 Biennial Review:

- **Business Entity.** A business entity in which the official has an investment of \$2,000 or more in which he or she is a director, officer, partner, trustee, employee, or manager.
- **Real Property.** Real property in which the official has an interest of \$2,000 or more including leaseholds. (However, month-to-month leases are not considered real property interests.)

- **Income.** An individual or an entity from whom the official has received income or promised income aggregating to \$500 or more in the previous 12 months, including the official's community property interest in the income of his or her spouse or registered domestic partner.
- **Gifts.** An individual or an entity from whom the official has received gifts aggregating to \$590 or more in the previous 12 months.
- **Personal Finances.** The official's personal finances including his or her expenses, income, assets, or liabilities, as well as those of his or her immediate family.

Exceptions

Not all conflicts of interest prevent a public official from lawfully taking part in the government decision. There are two (2) limited exceptions to the conflict of interest rules:

1. **The Public Generally Exception.** A public official is not disqualified from a decision if the effect on the official's interests is indistinguishable from the effect on the public.
2. **Legally Required to Participate.** In certain rare circumstances, a public official may be randomly selected to take part in a decision if a quorum cannot be reached because too many officials are disqualified under the Act.

Exceptions must be considered with caution. A public official should contact the City Attorney or the FPPC to determine if an exception applies.

Recusal Requirements

An official with a disqualifying conflict of interest may not make, participate in making, or use his or her position to influence a governmental decision. When appearing before his or her own agency or an agency subject to the authority or budgetary control of his or her agency, an official is making, participating in making, or using his or her position to influence a decision any time the official takes any action to influence the decision including directing a decision, voting, providing information or a recommendation, or contacting or appearing before any other agency official. When appearing before any other agency, the official must not act or purport to act in his or her official capacity or on behalf of his or her agency.

Certain officials (including City Council Members and Planning Commissioners) have a mandated manner in which they must disqualify from decisions made at a public meeting (including closed session decisions) and must publicly identify a conflict of interest and leave the room before the item is discussed.

While there are limited exceptions that allow a public official to participate as a member of the public and speak to the press, the exceptions are interpreted narrowly and may require advice from the agency’s counsel or the FPPC.

List of Designated Positions:

The list of designated positions is part of the City’s Code specifying which employees must file annual financial disclosure statements. For each designated position, the list establishes the categories of financial interests for which disclosure must be made. Requirements for disclosure differ from job to job in accordance with the types of financial interests, which might be affected by an officer or employee’s decision-making.

The following summarized list of designated positions is proposed to be amended to reflect the City’s current position classifications and duties. The categories of required disclosure have been modified for some positions to reflect the financial interests that may currently be affected by an employee’s governmental decisions. A copy of the updated proposed list of designated positions is attached to the Resolution as Exhibit A.

At this time, the majority of the positions listed in Exhibit A are filled; very few remain vacant, and or were recently unfunded. Vacant or recently unfunded positions will remain on the Conflict of Interest Code Amendment list until positions are removed by Council Resolution from the City’s Grade Step table.

Summary of Changes

Existing positions recently evaluated, and newly added positions recommended to be added to the Conflict of Interest Code (COI Code):

Action	Department	Position/Title	Reason(s)
Add	Finance	• Senior Account	Existing title; position evaluated and recommended to add to COI Code. Position funded by Reso 22-5038. Incumbent currently FORM 700 Filer.
Add	Public Works	• Associate Engineer	Existing title; position evaluated and recommended to add to COI Code. Position funded by Reso 22-5134. Incumbent(s) currently FORM 700 Filer(s).

**CITY MANAGER'S REPORT
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Add	Police	<ul style="list-style-type: none"> Police Lieutenant 	New title; position evaluated and recommended to add to COI Code. Position created by Reso 23-5242. Incumbent(s) currently FORM 700 Filer(s).
Add	Community Development	<ul style="list-style-type: none"> Associate Planner 	Existing title; position evaluated and recommended to add to COI Code. Position funded by Reso 23-5322. Incumbent currently FORM 700 Filer.
Add	Public Works	<ul style="list-style-type: none"> Compliance Engineer 	New title; position evaluated and recommended to add to COI Code. Position created by Reso 23-5322. Incumbent currently FORM 700 Filer.
Add	City Manager's Office	<ul style="list-style-type: none"> Deputy City Manager 	New title; position evaluated and recommended to add to COI Code. Position created by Reso 23-5324. Incumbent currently FORM 700 Filer.
Add	Police	<ul style="list-style-type: none"> Animal Center Manager 	New title; position evaluated and recommended to add to COI Code. Position created by Reso 23-5429. Incumbent currently FORM 700 Filer.
Add	Parks & Recreation	<ul style="list-style-type: none"> Parks & Recreation Manager 	Title reclassification; position evaluated and recommended to add to COI Code. Position created by Reso 24-5483. Incumbent currently FORM 700 Filer.
Add	Police Department	<ul style="list-style-type: none"> Property & Evidence Manager 	New title; position evaluated and recommended to add to COI Code. Position created by Reso 24-5483. Incumbent currently FORM 700 Filer.
Add	Police Department	<ul style="list-style-type: none"> Police Captain (<i>previously Police Commander</i>) 	Title reclassification; former title/position was included in current COI Code. Title updated by Reso 24-5483. Incumbent(s) currently FORM 700 Filer(s).
Change	Building Department	<ul style="list-style-type: none"> Management Analyst I/II 	Existing title; adding position to the Building Department. Position exists in various departments in the current COI Code. Incumbent currently FORM 700 Filer.

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Change	Parks & Recreation	<ul style="list-style-type: none"> • Management Analyst I/II 	Existing title; adding position to the Parks & Recreation Department. Classification/position exists in various departments in the current COI Code. Incumbent currently FORM 700 Filer.
Change	Public Works	<ul style="list-style-type: none"> • Streets and Maintenance Manager 	Existing title; adding position transfer to Public Works with greater responsibilities; removing from Parks & Rec. Classification exists in the current COI Code.
Update	Parks & Recreation	<ul style="list-style-type: none"> • Department Name 	Removal of "Maintenance Services"; due to maintenance division transfer to Public Works.

Summary of Changes

Positions deleted by Council Resolution and the City’s Grade Step Table; to be removed from the Conflict of Interest Code (COI Code):

Action	Department	Position/Title	Reason
Delete	Police Department	<ul style="list-style-type: none"> • Police Commander 	Title to be removed from COI Code by Resolution 24-5483; <i>position(s) reclassified to Police Captain</i>
Delete	Parks & Recreation	<ul style="list-style-type: none"> • Recreation Manager 	Title to be removed from COI Code by Resolution 24-5483; position reclassified to Parks & Recreation Manager with greater responsibilities; and eliminated <i>from Grade Step Table.</i>
Delete	Parks & Recreation	<ul style="list-style-type: none"> • Parks and Facilities Manager 	Title to be removed from COI Code by Resolution 24-5483; <i>position eliminated from Grade Step Table.</i>

Disclosure Categories:

The disclosure categories establish the types of financial disclosure that must be made by each designated employee. A copy of the list of disclosure categories is attached to the Resolution as Exhibit B.

REASON FOR RECOMMENDATION:

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine its accuracy no later than October 1 of even-numbered years, or the first business day in October.

This year, the biennial review of the City's Conflict of Interest Code is due by October 1, 2024. Organizational changes have resulted in a need to amend the Code.

FISCAL IMPACT:


None.

ATTACHMENTS:

- A. Resolution adopting an amended Conflict of Interest Code
 - a. Exhibit A – Designated Positions
 - b. Exhibit B – Disclosure Categories
- B. Informational Pamphlet: Overview of Conflicts of Interest under the Political Reform Act, published May 2022

**CITY MANAGER'S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
2024 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT**

APPROVALS:



Teresa Vargas
Government Services Director
City Clerk

9/3/24

Date



Thomas Hedegard
Deputy City Manager

9/4/2024

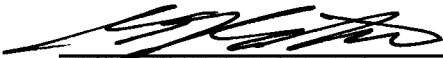
Date



Salvador Navarrete
City Attorney

9.4.2024

Date



Stephen J. Salvatore
City Manager

9.4.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING AN AMENDED CONFLICT OF INTEREST CODE

WHEREAS, the City of Lathrop adopted and promulgated a Conflict of Interest Code pursuant to the terms of Title 2, Division 6 of the California Code of Regulations, Section 18730, and within the meaning of the Political Reform Act of 1974, Government Code Section 87300, et seq.; and

WHEREAS, under the Political Reform Act, Government Code Section 87306 permits the amendment of the City’s Conflict of Interest Code; and

WHEREAS, the City Council previously adopted Resolutions 22-5133 adopting an amended Conflict of Interest Code; and

WHEREAS, the Political Reform Act, Government Code section 87306.5, requires every local government agency every even-numbered year, to review its Conflict of Interest Code biennially to determine if it is accurate, no later than October 1 of the same year; and

WHEREAS, in the biennial review of designated positions, it was determined the list of designated positions needed to be amended to reflect current staffing and organizational structure.

NOW, THEREFORE, BE IT RESOLVED that the amended Conflict of Interest Code, including the revised list of Designated Positions (Exhibit A) and the Disclosure Category explanations (Exhibit B), is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Resolution No. 22-5133 be repealed and replaced by the adoption of this resolution

PASSED AND ADOPTED this 9th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

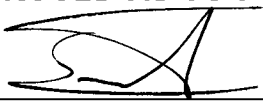
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

EXHIBIT A

**CITY OF LATHROP
CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency’s code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the City of Lathrop.

DESIGNATED POSITIONS

Individuals holding designated positions shall file Statements of Economic Interest with the City Clerk who will make the statements available for public inspection and reproduction (Government Code Section 82008).

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18701 (b), are NOT subject to the City’s code, but are subject to the disclosure requirements of the Act (Government Code Section 87200 et seq.). [Regs. §18730(b)(3)]. These positions are listed here for informational purposes only. It has been determined that the positions listed below are City of Lathrop officials who manage public investments:

City Manager / Treasurer

Mayor

City Attorney

City Councilmembers

Finance Director

Planning Commission Members

Upon receipt of the statements, the City Clerk shall make and retain copies and forward the originals to the Fair Political Practices Commission.

The disclosure categories and requirements for these positions are set forth in Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200 et seq. They generally require the disclosure of interests in real property in the agency’s jurisdiction, as well as investments, business positions and sources of income (including gifts, loans, and travel payments).

DESIGNATED POSITIONS

DEPARTMENTS/Positions

Disclosure Categories

BUILDING

Chief Building Official	1, 2, 3, 5, 7
Assistant Chief Building Official	1, 2, 3, 5, 7
Permit and Plan Check Supervisor	1, 2, 3, 5, 7
Building Inspector I/II/III	1, 2, 3, 5, 7
Management Analyst I/II – Confidential	1, 3, 4, 5, 7

CITY ATTORNEY

City Attorney	*
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CITY CLERK

City Clerk / Government Services Director	1, 2, 3, 5
Deputy City Clerk	1, 2, 6

CITY MANAGER

City Manager / Treasurer	*
Assistant City Manager	1, 2, 3, 4, 5, 7
Deputy City Manager	1, 2, 3, 4, 5, 7
Economic Development Administrator	1, 2, 3, 5

COMMUNITY DEVELOPMENT

Community Development Director	1, 2, 3, 5, 7
Assistant Community Development Director	1, 2, 3, 5, 7
Principal Planner	1, 2, 3, 5, 7
Senior Planner	1, 2, 3, 5, 7
Associate Planner	1, 2, 3, 5, 7
Assistant Planner	1, 2, 3, 5, 7

FINANCE

Finance Director	*
Deputy Finance Director	1, 2, 3, 4, 5, 7
Accounting Manager	1, 2, 3, 4, 5, 7
Finance Manager	1, 2, 3, 4, 5, 7
Budget Manager	1, 2, 3, 4, 5, 7
Senior Management Analyst	1, 2, 3, 4, 5, 7
Senior Accountant	1, 2, 3, 4, 5, 7
Management Analyst I/II – Confidential	1, 3, 4, 5, 7
Accountant	1, 3, 4, 5, 7
Customer Service Supervisor	1, 3, 4, 5, 7

HUMAN RESOURCES

Human Resources Director	1, 2, 3, 5
Human Resource Manager	1, 2, 6
Human Resources Analyst I/II – Confidential	1, 2, 6

INFORMATION SYSTEMS / TECHNOLOGY	
Information Systems Director	1, 2, 3, 5, 7
Information Technology Engineer I/II/III	1, 3, 5, 7
Management Analyst I/II – Confidential	1, 3, 5, 7
PARKS & RECREATION	
Parks & Recreation Director	1, 2, 3, 5, 7
Parks & Recreation Deputy Director	1, 2, 3, 5, 7
Parks and Recreation Superintendent	1, 3, 5, 7
Parks & Recreation Manager	1, 3, 5, 7
Recreation Supervisor	1, 3, 5, 7
Management Analyst I/II – Confidential	1, 3, 4, 5, 7
POLICE	
Chief of Police	1, 2, 3, 5, 7
Police Captain	1, 2, 3, 5, 7
Police Lieutenant	1, 2, 3, 5, 7
Police Sergeant	1, 2, 3, 6, 7
Police Services Manager	1, 2, 3, 6, 7
Animal Center Manager	1, 2, 3, 6, 7
Property & Evidence Manager	1, 2, 3, 6, 7
Police Records Supervisor	1, 2, 3, 6, 7
Community Services Supervisor	1, 2, 3, 6, 7
Management Analyst I/II – Confidential	1, 2, 3, 6, 7
PUBLIC WORKS	
Public Works Director	1, 2, 3, 5, 7
City Engineer	1, 2, 3, 5, 7
Assistant Public Works Director	1, 2, 3, 5, 7
Land Development Manager	1, 2, 3, 5, 7
Project Manager	1, 2, 3, 5, 7
Principal Engineer	1, 2, 3, 5, 7
Senior Civil Engineer	1, 2, 3, 6, 7
Compliance Engineer	1, 2, 3, 6, 7
Associate Engineer	1, 2, 3, 6, 7
Assistant Engineer	1, 2, 3, 6, 7
Senior Construction Manager	1, 2, 3, 5, 7
Streets and Maintenance Manager	1, 2, 3, 5, 7
Construction Superintendent	1, 2, 3, 5, 7
Senior Construction Inspector	1, 2, 3, 5, 7
Construction Inspector I/II/III	1, 2, 3, 5, 7
Utility Operations Superintendent	1, 2, 3, 5, 7
Utility Plant Supervisor	1, 2, 3, 6, 7
Senior Management Analyst	1, 2, 3, 6, 7
Management Analyst I/II – Confidential	1, 2, 3, 6, 7
MAYOR AND CITY COUNCILMEMBERS	*
PLANNING COMMISSION MEMBERS	*
PARKS AND RECREATION COMMISSION MEMBERS	1, 2, 3

CITY CONSULTANTS

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (1, 2, 3, 7) in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as others under this code.

* NOTE: Members of the City Council, Planning Commission, the City Manager, City Attorney, and Treasurer have filing requirements imposed by State Law rather than by local enactment.

EXHIBIT B

SUMMARY

The Fair Political Practices Commission allows five (5) general types of interests that may result in disqualification, which are broadened into seven (7) detailed Disclosure Categories listed below for the City of Lathrop. These are the disqualifications applicable in 2024 Biennial Review:

- **Business Entity.** A business entity in which the official has an investment of \$2,000 or more in which he or she is a director, officer, partner, trustee, employee, or manager.
- **Real Property.** Real property in which the official has an interest of \$2,000 or more including leaseholds. (However, month-to-month leases are not considered real property interests.)
- **Income.** An individual or an entity from whom the official has received income or promised income aggregating to \$500 or more in the previous 12 months, including the official's community property interest in the income of his or her spouse or registered domestic partner.
- **Gifts.** An individual or an entity from whom the official has received gifts aggregating to \$590 or more in the previous 12 months.
- **Personal Finances.** The official's personal finances including his or her expenses, income, assets, or liabilities, as well as those of his or her immediate family.

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, that the Designated Employee must disclose for each disclosure category to which he/she is assigned.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two years.

Category 2: All interests in real property, which is located in whole or in part within, or not more than two miles outside, the jurisdiction of the City.

EXHIBIT B

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year, or have been subject to such authority within the past two years.



An Overview of Conflicts of Interest Under the Political Reform Act

May 2022

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I. The Basic Prohibition

Government Code Section 87100 of the Political Reform Act (the “Act”)¹ prohibits a public official at any level of state or local government from making, participating in making, or attempting to use the official’s position to influence a governmental decision in which the official knows or has reason to know the official has a financial interest. Government Code Section 87103 provides that an official has a “financial interest” within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect on one or more of the official’s interests as identified and distinguishable from the decision’s effect on the public generally.

Taken together, these provisions of the Act prohibit an official from taking part in a decision if it is reasonably foreseeable that the decision would have a material financial effect on one or more of the official’s financial interests identified in Section 87103 distinguishable from the decision’s effect on the public generally.

II. Making, Participating in Making, or Attempting to Influence a Decision

Regulation 18704 defines “making a decision,” “participating in a decision,” and “using official position to attempt to influence a decision” for purposes of the Act’s conflict of interest provisions. If an official has a disqualifying conflict of interest under Section 87100, the official is prohibited from making, participating in making, or attempting in any way to use the official’s official position to influence the decision.

A. General Definitions

Making a Decision: An official makes a decision if the official authorizes or directs any action, votes, appoints a person, obligates or commits the official’s agency to any course of action, or enters into any contractual agreement on behalf of the agency. (Regulation 18704(a).)

Participating in a Decision: An official participates in a decision if the official provides information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review. (Regulation 18704(b).)

Using Official Position to Attempt to Influence a Decision: An official uses an official position to influence a decision if the official contacts or appears before: (1) any official in the official’s agency, or in an agency subject to the authority or budgetary control of the official’s agency, for the purpose of affecting a decision; or (2) any official in any other government agency for the purpose of affecting a decision, and the official purports to act within the official’s authority or on behalf of the official’s agency in making the contact. (Regulation 18704(c).)

B. Exceptions

Regulation 18704(d) provides that “making, participating in, or using official position to influence a decision” do not include any of the following:

Ministerial: Actions that are solely ministerial, secretarial, or clerical. (Regulation 18704(d)(1).)

Appearances as a Member of the General Public: An appearance by an official as a member of the general public before an agency in the course of its prescribed governmental function if the official is appearing on matters related solely to the official’s personal interests, including interests in:

- Real property owned entirely by the official, members of the official’s immediate family, or the official and members of the official’s immediate family;
- A business owned entirely by the official, members of the official’s immediate family, or the official and members of the official’s immediate family; or
- A business over which the official, members of the official’s immediate family, or the official and members of the official’s immediate family solely or jointly exercise full direction and control. (Regulation 18704(d)(2).)

Terms of Employment: Actions by an official relating to the official’s compensation or the terms or conditions of the official’s employment or consulting contract. However, an official may not make a decision to appoint, hire, fire, promote, demote, or suspend without pay or take disciplinary action with financial sanction against the official or the official’s immediate family, or set a salary for the official or the official’s immediate family different from salaries paid to other employees of the agency in the same job classification or position. (Regulation 18704(d)(3).)

Public Speaking: Communications by an official to the general public or media. (Regulation 18704(d)(4).)

Academic Decisions: Teaching decisions, including an instructor’s selection of books or other educational materials at the official’s own school or institution, or other similar decisions incidental to teaching; or decisions by an official who has teaching or research responsibilities at an institution of higher education relating to the official’s professional responsibilities, including applying for funds, allocating resources, and all decisions relating to the manner or methodology with which the official’s academic study or research will be conducted. (Regulation 18704(d)(5).) However, this exception does not apply to an official who has institution-wide administrative responsibilities as to the approval or review of academic study or research at the institution unrelated to the official’s own work. (*Ibid.*)

Architectural and Engineering Documents: Drawings or submissions of an architectural, engineering, or similar nature prepared by an official for a client to submit in a proceeding before the official’s agency if: (i) the work is performed pursuant to the official’s profession; and (ii) the official does not make any contact with the agency other

than contact with agency staff concerning the process or evaluation of the documents prepared by the official. (Regulation 18704(d)(6)(A).)

Also, an official's appearance before a design or architectural review committee or similar body of which the official is a member to present drawings or submissions of an architectural, engineering, or similar nature prepared for a client if: (i) the committee's sole function is to review architectural designs or engineering plans and to make recommendations to a planning commission or other agency; (ii) the committee is required by law to include architects, engineers, or persons in related professions, and the official was appointed to the body to fulfill this requirement; and (iii) the official is a sole practitioner. (Regulation 18704(d)(6)(B).)

Additional Consulting Services: Recommendations by a consultant regarding additional services for which the consultant or consultant's employer would receive additional income if the agency has already contracted with the consultant, for an agreed upon price, to make recommendations concerning services of the type offered by the consultant or the consultant's employer, and the consultant does not have any other economic interest, other than in the firm, that would be foreseeably and materially affected by the decision. (Regulation 18704(d)(7).)

III. Financial Interests

The first step in determining whether an official has a disqualifying conflict of interest under the Act is identifying the official's financial interests with respect to the decision at issue. Section 87103 identifies the following financial interests which may give rise to an official's disqualifying conflict of interest under the Act:

- A business entity in which the official has a direct or indirect investment worth \$2,000 or more (Section 87103(a)); or in which the official is a director, officer, partner, trustee, employee, or holds any position of management (Section 87103(d)).
- Real property in which the official has an interest worth \$2,000 or more. (Section 87103(b).)
- A source of income totaling \$500 or more in value provided or promised to, or received by, the official within the 12 months prior to the time when the decision is made. (Section 87103(c).)
- A giver of a gift or gifts totaling \$500² or more in value provided or promised to, or received by, the official within the 12 months prior to the time when the decision is made. (Section 87103(e).)
- The official's personal finances and those of "immediate family," defined in Section 82029 as the spouse and dependent children. (Section 87103.)

IV. Foreseeability of Financial Effect

A. Explicitly Involved

A financial effect on a financial interest is presumed to be reasonably foreseeable if the financial interest is explicitly involved in the decision. (Regulation (18701(a).) An official's financial interest is "explicitly involved" in a decision if the interest is a "named party in, or the subject of," the decision, and an interest is the "subject of a proceeding" if the decision involves the issuance, renewal, denial, or revocation of any license, permit, other entitlement to, or contract with, the interest.³ Additionally, an official's real property interest is explicitly involved in any decision affecting the real property as described in Regulation 18702.2(a)(1) through (6), discussed further below. (*Ibid.*)

B. Not Explicitly Involved

When an official's financial interest is not explicitly involved in a decision, the financial effect of the decision is reasonably foreseeable if the effect can be recognized as a realistic possibility and more than hypothetical or theoretical. The effect need not be likely to be reasonably foreseeable. (Regulation 18701(b).)

Factors to be considered when determining if a decision's effect on an official's not explicitly involved interest is reasonably foreseeable include, but are not limited to, the following:

- The extent to which the occurrence of the effect is contingent upon intervening events (other than future governmental decisions by the official's agency or an agency subject to the budgetary control of the official's agency). (Regulation 18701(b)(1).)
- Whether the official should anticipate a financial effect on the financial interests at issue as a potential outcome under normal circumstances when using appropriate due diligence and care. (Regulation 18701(b)(2).)
- Whether the official has an interest of the type that would typically be affected by the terms of the decision. (Regulation 18701(b)(3).)
- Whether the decision is of the type that would be expected to have a financial effect on businesses and individuals similarly situated to those businesses and individuals in which the official has a financial interest. (*Ibid.*)
- Whether a reasonable inference can be made that the financial effects of the decision on the official's financial interest might compromise an official's ability to fulfill their duty to act in the best interests of the public. (Regulation 18701(b)(4).)
- Whether the decision will provide or deny an opportunity, or create an advantage for one of the official's financial interests. (Regulation 18701(b)(5).)

- Whether the official has the type of financial interest that would cause a similarly situated person to weigh the advantages and disadvantages of the decision on the official's financial interest in formulating a position. (Regulation 18701(b)(6).)

V. Materiality Standards

Regulation 18702(a) provides that the next step in the analysis is to determine if the decision's reasonably foreseeable financial effect on the official's financial interest is material. If the official's interest is in:

- A business entity, then apply the materiality standards of Regulation 18702.1. (Regulation 18702(a)(1).)
- A real property, then apply the materiality standards of Regulation 18702.2. (Regulation 18702(a)(2).)
- A source of income, then apply the materiality standards of Regulation 18702.3. (Regulation 18702(a)(3).)
- A source of a gift or gifts, then apply the materiality standards of 18702.4. (Regulation 18702(a)(4).)
- Their personal finances or those of immediate family, then apply materiality standard of 18702.5. (Regulation 18702(a)(5).)

A. Business Entity Interests

Regulation 18702.1 sets forth the materiality standards applicable to a decision's reasonably foreseeable financial effect on a business in which an official has an interest, and provides that the effect is material if any of the following standards is met:

- The business is explicitly involved in the decision, meaning that the business is "a named party in, or the subject of, the decision, including any decision in which the business:
 - Initiates the proceeding by filing an application, claim, appeal, or other request for action concerning the business with the official's agency. (Regulation 18702.1(a)(1)(A).)
 - Offers to sell a product or service to the official's agency. (Regulation 18702.1(a)(1)(B).)
 - Bids on, or enters into, a contract with the official's agency, or is identified as a subcontractor on a bid or contract with the agency. (Regulation 18702.1(a)(1)(C).)
 - Is the named or intended manufacturer or vendor of any products to be purchased by the official's agency with an aggregate cost of \$1,000 in any 12-month period. (Regulation 18702.1(a)(1)(D).)

- Applies for a permit, license, grant, tax credit, exception, variance, or other entitlement from the official's agency. (Regulation 18702.1(a)(1)(E).)
- Is the subject of any inspection, action, or proceeding under the regulatory authority of the official's agency. (Regulation 18702.1(a)(1)(F).)
- Is subject to an action taken by the official's agency that is directed at the entity. (Regulation 18702.1(a)(1)(G).)
- The decision may result in an increase or decrease of the business's annual gross revenues, or the value of its assets and liabilities, in an amount equal to or more than:
 - \$1,000,000; or
 - Five percent of the business's annual gross revenues, and the increase or decrease is \$10,000 or more. (Regulation 18702.1(a)(2).)
- The decision may cause the business to incur or avoid additional expenses or to reduce or eliminate expenses in amount equal to or more than:
 - \$250,000; or
 - One percent of the business's annual gross revenues, and the increase or decrease is at least \$2,500. (Regulation 18702.1(a)(3).)
- The official knows or has reason to know that business has an interest in real property and:
 - The property is a named party in, or the subject of, the decision under Regulations 18701(a) and 18702.2(a)(1) through (6); or
 - There is clear and convincing evidence the decision would have a substantial effect on the property. (Regulation 18702.1(a)(4).)

Thus, if the decision's reasonably foreseeable financial effect on an official's business interest meets any of the four standards above, that effect is material, and the official is disqualified from taking part in the decision.

Small Shareholder Exception: Regulation 18702.1(b) sets forth the "Small Shareholder Exception," which provides that a decision's reasonably foreseeable financial effect on an official's financial interest in a business is not material under Regulation 18702.1(a)(1) or (a)(4)(A) if both:

- The official's only financial interest in the business is an "investment interest" under Section 87103(a) valued at \$25,000 or less; and
- The official's interest in the business is less than one percent of the business's shares.

If the Small Shareholder Exception applies, the official is not disqualified.

B. Real Property Interests

Regulation 18702.2 provides the materiality standards applicable to a decision's reasonably foreseeable financial effect on real property in which an official has an interest as either an owner or lessee.

Explicitly Involved Real Property Interest: It is reasonably foreseeable a decision will have a material financial effect on an official's interest in real property any time the interest is explicitly involved in the decision. Therefore, the decision's reasonably foreseeable effect is material in any of the types of decisions described in Regulation 18702.2(a)(1) to (6), including a decision that:

- Involves the adoption of or amendment to a development plan or criteria applying to the property. (Regulation 18702.2(a)(1).)
- Determines the property's zoning or rezoning, other than a zoning decision applicable to all properties designated in that category; annexation or de-annexation; inclusion in or exclusion from any city, county, district, or local government subdivision or other boundaries, other than elective district boundaries. (Regulation 18702.2(a)(2).)
- Would impose, repeal, or modify any taxes, fees, or assessments that apply to the property. (Regulation 18702.2(a)(3).)
- Authorizes the sale, purchase, or lease of the property. (Regulation 18702.2(a)(4).)
- Involves the issuance, denial or revocation of a license, permit or other land use entitlement authorizing a specific use of or improvement to the property or any variance that changes the permitted use of, or restrictions placed on, the property. (Regulation 18702.2(a)(5).)
- Involves construction of, or improvements to, streets, water, sewer, storm drainage or similar facilities, and the property will receive new or improved services that provide a benefit or detriment disproportionate to other properties receiving the services. (Regulation 18702.2(a)(6).)

Not Explicitly Involved Real Property Interest: A decision's reasonably foreseeable financial effect on an official's interest in real property is material if it is of a type described in Regulation 18702.2(a)(7) through (8), (b) or (c), including a decision that:

- Involves property located 500 feet or less from the official's property unless there is clear and convincing evidence that the decision will not have any measurable impact on the official's property. (Regulation 18702.2(a)(7).)
- Involves property located more than 500 feet but less than 1,000 feet from the official's property, and the decision would change the official's property's: development potential; income producing potential; highest and best use; character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, or air quality; or market value (Regulation 18702.2(a)(8)(A) through (E).)

- Involves property located 1,000 feet or more from the property line of the official's property if there is clear and convincing evidence the decision would have a substantial effect on the official's property. (Regulation 18702.2(b).)
- Involves property leased by the official and the decision will:
 - Change the termination date of the lease;
 - Increase or decrease the potential rental value of the property;
 - Change the official's actual or legally allowable use of the property; or
 - Change the official's use and enjoyment of the property. (Regulation 18702.2(c)(1) through (4).)

Real Property Interest 1,000 Feet or More from Property Involved in Decision: As mentioned above, Regulation 18702.2(b) sets forth a presumption that the financial effect of a decision involving property located 1,000 feet or more from the property line of the official's property is not material. That presumption, however, may be rebutted with clear and convincing evidence the decision would have a substantial effect on the official's real property interest.

Exceptions for Planning Objectives or Policy: A decision's reasonably foreseeable financial effect on an official's real property interest is not material, and therefore the official is not disqualified from the decision, if the decision solely concerns:

- Repairs, replacement or maintenance of existing streets, water, sewer, storm drainage or similar facilities. (Regulation 18702.2(d)(1).)
- Adoption or amendment of a general plan, as defined in Regulation 18702.2(e)(2), if certain specified conditions are met. (See Regulation 18702.2(d)(2).)

Common Area Exception to the Definition of Interest in Real Property: Regulation 18702.2(e)(4) provides that an "interest in real property," as defined in Section 82033, does not include "any common area as part of the official's ownership interest in a common interest development as defined in the Davis-Stirling Common Interest Development Act (Civil Code Sections 4000 et seq.)."

C. Source of Income Interests

Regulation 18702.3 sets forth the materiality standards applicable to a decision's reasonably foreseeable financial effect on a source of income to an official, and provides that the effect is material if any of the following criteria is met:

- The source is explicitly involved in the decision because it is "a named party in, or the subject of, the decision," including a claimant, applicant, respondent, or contracting party. (Regulation 18702.3(a)(1).)
- The source is an individual and any of the following applies:

- The decision may affect the individual's income, investments, or other assets or liabilities by \$1,000 or more (excluding an interest in a business entity or real property). (Regulation 18702.3(a)(2)(A).)
- The official knows or has reason to know that the individual has an interest in a business entity that will be financially affected under the materiality standards applicable to a business set forth in Regulation 18702.1. (Regulation 18702.3(a)(2)(B).)
- The official knows or has reason to know that the individual: (i) has a real property interest and the property is explicitly involved in the decision; or (ii) there is clear and convincing evidence the decision would have a substantial effect on the property. (Regulation 18702.3(a)(2)(C).)
- The source is a nonprofit organization and any of the following applies:
 - The decision may result in an increase or decrease of the organization's annual gross receipts, or the value of the organization's assets or liabilities, in an amount equal to or more than: (i) \$1,000,000; or (ii) five percent of the organization's annual gross receipts and the increase or decrease is equal to or greater than \$10,000. (Regulation 18702.3(a)(3)(A).)
 - The decision may cause the organization to incur or avoid additional expenses or to reduce or eliminate expenses in an amount equal to or more than: (i) \$250,000; or (ii) one percent of the organization's annual gross receipts and the change in expenses is equal to or greater than \$2,500. (Regulation 18702.3(a)(3)(B).)
 - The official knows or has reason to know that the organization has a real property interest and: (i) the property is explicitly involved in the decision; (ii) there is clear and convincing evidence the decision would have a substantial effect on the property. (Regulation 18702.3(a)(3)(C).)
- The source is a business that will be financially affected under the materiality standards applicable to a business set forth in Regulation 18702.1 (Regulation 18702.3(a)(4).)
- If there is a nexus between the decision and income received by the official or official's spouse. Otherwise referred to as the nexus test, any reasonably foreseeable financial effect on an official's source of income interest is material if the decision "will achieve, defeat, aid, or hinder a purpose or goal of the source and the official or the official's spouse receive or is promised the income for achieving the purpose or goal. (Regulation 18702.3(b).)

Exception for Retail Sales: Section 87103.5(a) provides that a retail customer of a business engaged in retail sales of good or services to the public generally is not a source of income to an official who owns a 10-percent or greater interest in the business if: the retail customers of the business constitute a significant segment of the public generally, and the amount of income received from an individual customer is not distinguishable from the amount of income received from its other customers.

Section 87103.5(b) sets forth a similar retail sales exception for a jurisdiction with a population of 10,000 or less that is located within a county with 350 or fewer retail businesses.

For purposes of applying Section 87103.5, Regulation 18702.3(c) provides that the retail customers of a business entity constitute a significant segment of the public generally if the business is open to the public and provides goods or services to customers that comprise a broad base of persons representative of the jurisdiction. (Regulation 18702.3(c)(1).)

Income from an individual customer is not distinguishable from the amount of income received from other customers when the official is unable to recognize a significant monetary difference between the business provided by the individual customer and the other customers of the business. (Regulation 18702.3(c)(2).) An official is unable to recognize a significant monetary difference when the business:

- Is of the type that sales to any one customer will not have a significant impact on the business's annual net sales; or
- Has no records that distinguish customers by amount of sales, and the official has no other information that the customer provides significantly more income to the business than an average customer. (*Ibid.*)

Income from a Government Entity: The materiality standards of Regulation 18702.3 do not apply where a government entity qualifies as a source of income as defined in Section 82030, including where an official is paid by the entity as a consultant or contractor. (Regulation 18702.3(d).) Under Regulation 18703(e)(7), an official with an interest in such an entity is disqualified from taking part in a decision only if there is a unique effect on the official. (*Ibid.*)

D. Source of Gift Interests

Regulation 18702.4 provides the materiality standards applicable to a decision's reasonably foreseeable financial effect on the source of a gift to an official, and provides that the decision's effect is material if:

- The source is explicitly involved in the decision because the source "is named or otherwise identified as the subject of the proceeding," including a claimant, applicant, respondent, or contracting party. (Regulation 18702.4(a).)
- The source is an individual that will be financially affected under the materiality standard applicable to a decision's reasonably foreseeable financial effect on an official's personal finances set forth in Regulation 18702.5 or the official knows or has reason to know that the individual has an interest in a business or real property that will be financially affected under the materiality standards provided in Regulation 18702.1 or 18702.2, respectively. (Regulation 18702.4(b))

- The source is a nonprofit organization that will receive a measurable financial benefit or loss as a result of the decision or the official knows or has reason to know that the nonprofit has an interest in real property that will be financially affected under the materiality standards in Regulation 18702.2. (Regulation 18702.4(c).)
- The source is a business that will be financially affected under the materiality standards in Regulation 18702.1. (Regulation 18702.4(d).)

E. Interest in Personal Finances

Regulation 18702.5(a) provides the materiality standard applicable to a decision's reasonably foreseeable financial effect on an official's personal finances, including those of immediate family. Also known as the personal financial effect rule, a reasonably foreseeable effect on the official's personal finances is material if the decision may result in the official or the official's immediate family receiving a financial benefit or loss of \$500 or more in any 12-month period due to the decision.

Exceptions: Under Regulation 18702.5(b), however, a decision's effect on an official's personal finances and those of immediate family is not material if the decision would:

- Affect only the salary, per diem, or reimbursement for expenses the official or their immediate family member receives from a federal, state, or local government agency, unless the decision is:
 - To appoint (except as specified), hire, fire, promote, demote, suspend without pay or otherwise take disciplinary action with financial sanction against the official or their immediate family; or
 - To set a salary for the official or a member of their immediate family which is different from salaries paid to other employees of the government agency in the same job classification or position, or when the member of the official's immediate family is the only person in the job classification or position. (Regulation 18702.5(b)(1).)
- Appoint the official to be a member of any group or body created by law or formed by the official's agency for a special purpose. However, if the official will receive a stipend for attending meeting of the group or body aggregating \$500 or more in any 12-month period, the effect is material unless the appointing body posts all of the following on its website:
 - A list of each appointed position and its term. (Regulation 18702.5(b)(2)(A).)
 - The amount of the stipend for each appointed position. (Regulation 18702.5(b)(2)(B).)
 - The name of the official who has been appointed to the position. (Regulation 18702.5(b)(2)(C).)

- The name of any official who has been appointed to be an alternate for the position. (Regulation 18702.5(b)(2)(D).)
- Appoint the official to be an officer of the governing body of which the official is already a member (such as a decision to appoint a city councilmember to be the city's mayor.) (Regulation 18702.5(b)(3).)
- Establish or change the benefits or retirement plan of the official or the official's immediate family member, and the decision applies equally to all employees or retirees in the same bargaining unit or other representative group. (Regulation 18702.5(b)(4).)
- Result in the payment of any travel expenses incurred by the official or their immediate family while attending a meeting as an authorized representative of an agency. (Regulation 18702.5(b)(5).)
- Permit the official's use of any government property, including automobiles or other modes of transportation, mobile communication devices, or other agency-provided equipment for carrying out the official's duties, including any nominal, incidental, negligible, or inconsequential personal use while on duty. (Regulation 18702.5(b)(6).)
- Result in the official's receipt of any personal reward from their use of a personal charge card or participation in any other membership rewards program, so long as the reward is associated with the official's approved travel expenses and is no different from the reward offered to the public. (Regulation 18702.5(b)(7).)

Effect on Personal Finances and a Business or Real Property Interest: If a decision would have a reasonably foreseeable financial effect on a business or real property interest of an official, any related effect on the official's personal finances is not considered separately, and the effect is only analyzed under the respective materiality standards for business and real property interests, i.e. Regulations 18702.1 and 18702.2. (Regulation 18702.5(c).)

VI. The Public Generally Exception

Under Section 87103, if a decision's financial effect on an official's financial interest is indistinguishable from the decision's effect on the public generally, the official is not disqualified from taking part in the decision. Regulation 18703 sets forth the "Public Generally Exception."

The General Rule: A decision's financial effect on an official's financial interest is indistinguishable from its effect on the public generally if the official establishes that a "significant segment" of the public is affected and the "effect on the official's interest is not unique" compared to the effect on the significant segment. (Regulation 18703(a).)

A "significant segment" of the public is defined as:

- At least 25 percent of:
 - All businesses or nonprofit entities within the official's jurisdiction;
 - All real property, commercial real property, or residential real property within the official's jurisdiction; or
 - All individuals within the official's jurisdiction. (Regulation 18703(b)(1).)
- At least 15 percent of residential real property within the official's jurisdiction if the only interest the official has in the decision is the official's primary residence. (Regulation 18703(b)(2).)

A unique effect on an official's financial interest includes a disproportionate effect on:

- The development potential or use of the official's real property, or the income producing potential of the official's real property or business;
- An official's business or real property resulting from the proximity of a project that is the subject of a decision;
- An official's interests in business entities or real properties resulting from the cumulative effect of the official's multiple interests in similar entities or properties that is substantially greater than the effect on a single interest;
- An official's interest in a business or real property resulting from the official's substantially greater business volume or larger real property size when a decision affects all interests by the same or similar rate or percentage;
- A person's income, investments, assets or liabilities, or real property if the person is a source of income or gifts to the official; and
- An official's personal finances or those of immediate family. (Regulation 18703(c)(1)-(6).)

"Jurisdiction" means:

- The jurisdiction of the state or local government agency as defined in Section 82035;
- The designated geographical area the official was elected to represent; or
- The area to which the official's authority and duties are limited if not elected. (Regulation 18703(d).)

Specific Rules for Special Circumstances: Regulation 18703(e) also provides seven Specific Rules for Special Circumstances which govern the Public Generally Exception's applicability in those special circumstances. Under these rules, a decision's financial effect is deemed indistinguishable from its effect on the public generally if there is no unique effect on the official's interest and the official establishes:

- **Public Services and Utilities:** The decision sets or adjusts the amount of an assessment, tax, fee, or rate for water, utility, or other similar public services that is applied equally, proportionally, or by the same percentage to the official's interest and other businesses, properties, or individuals subject to the assessment, tax, fee, or rate. However, an official is not permitted to take part in a decision that would impose the assessment, tax, or fee, or determine the boundaries of a property or who is subject to the assessment, tax, or fee. An official is only permitted to take part in setting or adjusting the assessment, tax, or fee amount, once other related decisions have already been made. (Regulation 18703(e)(1).)
- **General Use or Licensing Fees:** The decision affects the official's personal finances as a result of an increase or decrease to a general fee or charge, such as parking rates, permits, license fees, application fees, or any general fee that applies to the entire jurisdiction. (Regulation 18703(e)(2).)
- **Limited Neighborhood Effects:** The decision affects residential real property limited to a specific location, encompassing more than 50, or five percent, of the residential real properties in the official's jurisdiction, and the decision establishes, amends, or eliminates ordinances that restrict on-street parking, impose traffic controls, deter vagrancy, reduce nuisance or improve public safety, provided the body making the decision gathers sufficient evidence to support the need for the action at a specific location. (Regulation 18703(e)(3).)
- **Rental Properties:** The decision is limited to establishing, eliminating, amending, or otherwise affecting the respective rights or liabilities of tenants and owners of residential rental property, including a decision regarding a rent control ordinance or tenant protection measures, provided all of the following criteria are met:
 - The decision applies to all residential rental properties within the official's jurisdiction other than those excepted by the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.). (Regulation 18703(e)(4)(A).)
 - The official owns three or fewer residential rental units. (Regulation 18703(e)(4)(B).)
 - Only interests resulting from the official's leasehold interest as a lessor of residential real property and the lessee or owner of the official's primary residence are affected by the decision. (Regulation 18703(e)(4)(C).)
- **Required Representative Interest:** The decision is made by a board or commission and the law that establishes the board or commission requires certain appointees have a representative interest in a particular industry, trade, or profession or other identified interest, and the public official is an appointed member representing that interest. This provision applies only if the effect is on the industry, trade, or profession or other identified interest represented. (Regulation 18703(e)(5).)

- **State of Emergency:** The decision is made pursuant to an official proclamation of a state of emergency when required to mitigate against the effects directly arising out of the emergency. (Regulation 18703(e)(6).)
- **Governmental Entities:** The decision affects a federal, state, or local government entity in which the official has an interest. (Regulation 18703(e)(7).)

VII. Legally Required Participation

Section 87101 provides that the prohibition of Section 87100 does not prevent an official from making or participating in the making of a decision to the extent the official's participation is legally required for the action or decision to be made. However, the existence of a tied vote does not make the disqualified official's participation legally required.

No Alternative Source of Decision: Regulation 18705(a) provides that an official who is financially interested in a decision may establish that the official is legally required to make or to participate in the making of a decision within the meaning of Section 87101 only if there exists no alternative source of decision consistent with the purposes and terms of the statute authorizing the decision.

“Quorum” Defined: Regulation 18705(d) provides that a “quorum” is the minimum number of members required to conduct business. When the vote of a supermajority is required to adopt an item, a “quorum” is the minimum number of members needed to adopt the item.

Narrowly Construed: Regulation 18705(c) requires the regulation be narrowly construed, and specifically provides that the regulation shall not to be construed:

- To permit an official who is otherwise disqualified under Section 87100 to vote to break a tie. (Regulation 18705(c)(1).)
- To allow a member of any agency who is otherwise disqualified under Section 87100 to vote if a quorum can be convened of other members of the agency who are not disqualified, whether or not those other members are actually present at the time of the disqualification. (Regulation 18705(c)(2).)

Random Means of Selection: Regulation 18705(c)(3) requires participation by the smallest number of officials with a conflict that are “legally required” for the decision to be made under Section 87101 and permits a “random means of selection” (e.g. drawing straws) to be used to select only the number of officials necessary to make the decision. When an official is selected, that official is selected for the duration of the proceedings in all related matters until their participation is no longer legally required, or the need for invoking the exception no longer exists. (Regulation 18705(c)(3).)

Public Identification of an Otherwise Disqualified Official’s Financial Interests in a Decision: Regulation 18705(b) provides that when an official who has a financial interest in a decision is legally required to make or participate in making that decision, the official must state the existence of the potential conflict as follows:

- The official must disclose the existence of the conflict of interest and describe with particularity the nature of the official’s disqualifying financial interest or interests. This requirement is satisfied if the official discloses:
 - The type of financial interest or interests involved in the decision, and;
 - Other specified information identifying the interest depending on the type of interest at issue.
- The official or another officer or employee of the agency must summarize the circumstances under which the conflict may arise.
- The official or another officer or employee of the agency must disclose the legal basis for the determination that there is no alternative source of decision.

Manner of Disclosure: The disclosures required by Regulation 18705(b) must be disclosed as follows:

- If the decision is made during an open session of a public meeting, the disclosures must be made orally before the decision is made;
- If the decision is made during a closed session of a public meeting, the disclosures must be made orally during open session either before the body goes into closed session or immediately thereafter;
- If the decision takes place outside of a public meeting, the disclosures must be made in writing; and
- In all three circumstances immediately above, the disclosures must be made part of the public record, as specified. (Regulation 18705(b)(4).)

VIII. Segmentation

Under the Act’s conflict of interest provisions, each governmental decision must be analyzed independently to determine if the decision will have a disqualifying effect on an official’s financial interest. (*In re Owen* (1976) 2 FPPC Ops. 77.) Accordingly, an agency may segment a decision in which an official has a disqualifying conflict of interest to allow the official to participate in associated decisions which would not have a disqualifying effect on the official’s interests under Regulation 18706.

Required Conditions for Segmentation: Regulation 18706(a) provides that an agency may segment a decision in which an official is financially interested, to allow the official

to participate in associated decisions in which the official is not financially interested, provided all the following conditions are met:

- The decision in which the official is financially interested can be broken down into separate decisions that are not inextricably interrelated to the decision in which the official has a disqualifying financial interest;
- The decision in which the official is financially interested is segmented from the other decisions;
- The decision in which the official is financially interested is considered first and a final decision is reached by the agency without the disqualified official's participation in any way; and
- Once the decision in which the official is financially interested has been made, the official's participation in associated decisions does not result in a reopening of, or otherwise financially affect, the decision from which the official was disqualified.

“Inextricably Interrelated”: Regulation 18706(b) provides that decisions are “inextricably interrelated” when the result of one decision will effectively determine, affirm, nullify, or alter the result of another decision.

Budget and General Plan Decisions Affecting Entire Jurisdiction: Regulation 18706(c) provides that once all separate decisions related to a budget or general plan affecting the entire jurisdiction have been finalized, the official may participate in the final vote to adopt or reject the agency's budget or general plan.

IX. Disqualification Requirements

Section 87105 governs the recusal of a public official specified in Section 87200 from a decision from which the official has been disqualified. Subdivisions (a)(1)-(3) of that section require the disqualified official to: identify the potential conflict of interest to publicly identify the official's financial interest or interests at issue; recuse from voting, discussing or attempting to influence the matter; and leave the room until after the matter is concluded. Subdivision (a)(4) excludes members of the Legislature from these recusal requirements.

Regulation 18707 provides further direction and guidance on the recusal requirements applicable to a public official specified in Section 87200 who is disqualified from a decision relating to an agenda item noticed for consideration at a public meeting subject to open meeting laws (i.e. the Bagley-Keene Act (Section 11120 et seq.) or the Brown Act (Section 54950 et seq.)).

Form and Content of Public Identification: The disqualified official must publicly identify each type of financial interest, identified in Section 87103, held by the official

that gives rise to the disqualifying conflict of interest. (Regulation 18707(a)(1).) The identification must be oral and part of the public record (Regulation 18707(a)(1)(B)), and provide the following information, as applicable:

- For a business interest: the name of the business, a general description of its activities, and any position held by the official. (Regulation 18707(a)(1)(A)(i).)
- For a real property interest: the property's address, assessor's number, or identification that the property is the official's personal residence. (Regulation 18707(a)(1)(A)(ii).)
- For a source of income interest: the name of the source of income. (Regulation 18707(a)(1)(A)(iii).)
- For a source of gift interest: the name of the source of gift. (Regulation 18707(a)(1)(A)(iv).)
- For all interests: the nature of the expense, liability, asset, or income affected. (Regulation 18707(a)(1)(A)(v).)

Timing: The public identification required by Regulation 18707(a)(1) must be made immediately prior to consideration of the agenda item. (Regulation 18707(a)(2).)

- Partial absence from a meeting does not excuse the disqualified official's public identification requirement. (*Ibid.*)
- If the official leaves a meeting in advance of an agenda item from which the official is disqualified, the official must provide the public identification required by Regulation 18707(a)(1) prior to leaving the meeting. (Regulation 18707(a)(2).)
- If the official first joins a meeting after consideration of the agenda item, the official must provide the public identification immediately upon joining the meeting. (*Ibid.*)

Recusal and Leaving the Room: The disqualified official must recuse, leave the room after the public identification required by Regulation 18707(a)(1), and refrain from participation in the decision. (Regulation 18707(a)(3).) The disqualified official does not count toward achieving a quorum while the item is discussed. (*Ibid.*)

- For an agenda item on a consent calendar (uncontested items), the official may remain in the room during the consent calendar. (Regulation 18707(a)(3)(A).)
- If the official has a "personal interest" in the agenda item, as defined in Regulation 18704(d)(2) and wishes to speak or appear as a member of the general public, the official may leave the dais and speak or observe from the area reserved for members of the public after making the public identification required by Regulation 18707(a)(1) and recusing. (Regulation 18707(a)(3)(B).)

Special Rules for Closed Session: The public identification required by Regulation 18707(a)(1) must be made orally during the open session before the body goes into

closed session and may be limited to a declaration that the official's recusal is because of a conflict of interest under Section 87100. (Regulation 18707(a)(4).) The declaration must be made part of the official public record. (*Ibid.*) The official must not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision. (*Ibid.*)

Other Decisions: For a decision other than an agenda item involving a public official specified in Section 87200 (governed by Regulation 18707(a)), Regulation 18707(b) provides the following:

- If the official determines not to act because of a financial interest, the official's determination may be accompanied by an oral or written disclosure of the interest.
- The official's presence will not be counted toward achieving a quorum.
- During a closed meeting of the agency, a disqualified official must not be present when the decision is considered, or knowingly obtain or review a recording or any other nonpublic information regarding the decision.
- An agency may adopt a local rule requiring the official to step down from the dais or leave the chambers.

Confidential Information: Regulation 18707(c) expressly provides that nothing in Regulation 18707 is intended to cause any disclosure that would reveal the confidences of a closed session or any other privileged information contemplated by law, including privileged information under Regulation 18740.

¹ The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission (the "Commission") are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

² We note that the annual gift limit is adjusted biennially. The current gift limit is prescribed in Regulation 18940.2. The adjusted annual gift limit amount in effect for the period January 1, 2021, to December 31, 2022, is \$520.

³ For an official's interest in a business entity or real property, Regulation 18702.1(a) and Regulation 18702.2(a)(1)-(6), provide additional guidance for determining if the interest is explicitly involved.

ITEM 4.7

CITY MANAGER’S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE CONTRACT AMENDMENTS FOR THE CITY MANAGER, CITY ATTORNEY & POLICE CHIEF

RECOMMENDATION: Adopt Resolution Approving Amendment Number Six to the City Manager Employment Agreement, Amendment Number Four to the City Attorney Employment Agreement and Amendment Number One to the Police Chief Employment Agreement

BACKGROUND:

The City Council reviews the performance of the two Council appointed officials, City Manager and City Attorney, annually. This year the review incorporated Police Chief Stephen Sealy as a result of the Council’s action in November 2023 to appoint Stephen Sealy to the Police Chief position.

At the August 12, 2024, City Council meeting, the Council completed the performance evaluations with each of the three Council appointed officials. The attached Resolution authorizes a three percent (3%) salary increase for each of the officials effective July 6, 2024, and resets the review period of the Police Chief. Tonight’s action formalizes the approval of the City Council action on August 12, 2024.

FISCAL IMPACT:

The budget amendment required covers the salary increase and CalPERS benefits / overhead costs for each employee. Budget increase in FY 24-25 is as follows:


<u>City Manager - Increase Expenditures</u>	
1010- 1120- 410- XX00	\$9,707
<u>City Attorney - Increase Expenditures</u>	
1010- 1310- 410- XX00	\$9,107
<u>Police Chief - Increase Expenditures</u>	
1010- 4050- 410- XX00	\$8,777

ATTACHMENTS:

- A. Resolution
- B. Amendment 6 for City Manager Stephen Salvatore
- C. Employment agreement packet for City Manager Stephen Salvatore
- D. Amendment 4 for City Attorney Salvador Navarrete
- E. Employment agreement packet for City Attorney Salvador Navarrete
- F. Amendment 1 for Police Chief Stephen Sealy
- G. Employment agreement packet for Police Chief Stephen Sealy

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 9, 2024 CITY COUNCIL MEETING
CONTRACT AMENDMENTS FOR CITY MANAGER, CITY ATTORNEY & POLICE
CHIEF

APPROVALS:

Signed by:

309C81CE158E429

Marcie Scott
Human Resources Consultant

9/4/2024

Date

*Approved electronically /
Signature in Resolution*

Michael G. Colantuono
Special Counsel

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NUMBER SIX TO THE CITY MANAGER EMPLOYMENT AGREEMENT, AMENDMENT NUMBER FOUR TO THE CITY ATTORNEY EMPLOYMENT AGREEMENT AND AMENDMENT NUMBER ONE TO THE POLICE CHIEF EMPLOYMENT AGREEMENT

WHEREAS, the City Council reviews the performance of the two Council appointed officials, City Manager and City Attorney each year in July pursuant to their written procedures; and

WHEREAS, the Police Chief was appointed as Interim Chief and later Police Chief through Council action November 13, 2023, and through tonight’s action will align with the annual July performance review process; and

WHEREAS, at the August 12, 2024, regular City Council meeting, the parties met in closed session for their performance discussions as required; and

WHEREAS, the City Council completed the annual performance evaluations for the City Manager, City Attorney and Police Chief on August 12, 2024, and gave direction for the preparation of amendments to each official’s employment contract; and

WHEREAS, tonight’s action implements the City Council direction given on August 12, 2024; and

WHEREAS, Amendments to the Employment Contracts for City Manager, City Attorney and Police Chief have been prepared in accordance with the direction by a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Amendment Number Six (6) to the City Manager Employment Agreement, Amendment Number Four (4) to the City Attorney Employment Agreement and Amendment Number One (1) to the Police Chief Employment Agreement.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also hereby approves the following FY 24-25 budget amendment required to covers the salary increase and CalPERS benefits / overhead costs for each employee, as follows:

City Manager - <u>Increase Expenditures</u> 1010- 1120- 410- XX00	\$9,707
City Attorney - <u>Increase Expenditures</u> 1010- 1310- 410- XX00	\$9,107
Police Chief - <u>Increase Expenditures</u> 1010- 4050- 410- XX00	\$8,777

The foregoing resolution was passed and adopted this 9th day of September, 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:

Signed by:
Michael G. Colantuono, Special Counsel

20FDOB7611084AA...
Michael G. Colantuono, Special Counsel

**Amendment Number Six to Employment Agreement Between the
City of Lathrop and Stephen J. Salvatore, City Manager
September 9, 2024**

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Manager on or about September 17, 2012.

On or about August 17, 2015, the City Council unanimously agreed to renew and extend the Employment Agreement (Amendment Number One) attached and hereto incorporated herein as Exhibit "B".

On or about November 19, 2018 the City Council approved Amendment Number Two, attached and incorporated herein as Exhibit "C".

On or about August 8, 2022 the City Council approved Amendment Number Three, attached and incorporated herein as Exhibit "D".

On or about August 14, 2023 the City Council approved Amendment Number Four, attached and incorporated herein as Exhibit "E".

On or about December 11, 2023 the City Council approved Amendment Number Five, attached and incorporated herein as Exhibit "F".

The Council hereby approves a merit increase of 3% to base salary effective July 6, 2024.

Unless specifically stated above, no other changes to the original agreement (or Amendments) are intended by this Amendment.

EMPLOYEE

CITY OF LATHROP


By: _____
Stephen J. Salvatore

By: _____
Sonny Dhaliwal, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

DocuSigned by:

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Michael G. Colantuono, Special Counsel

ATTEST:

Teresa Vargas, City Clerk/Government Services Director

Attachments:

Exhibit "A" – Employment Agreement for Stephen J. Salvatore effective September 17, 2012

Exhibit "B" – Amendment Number One to Employment Agreement dated August 17, 2015

Exhibit "C" – Amendment Number Two to Employment Agreement dated November 19, 2018

Exhibit "D" – Amendment Number Three to Employment Agreement dated August 8, 2022

Exhibit "E" – Amendment Number Four to Employment Agreement dated August 14, 2023

Exhibit "F" – Amendment Number Five to Employment Agreement dated December 11, 2023

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Contract") is made and entered into this 17 day of September, 2012, by and between the City of Lathrop, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Stephen J. Salvatore, an individual, hereinafter called "Employee," and is effective as of September 17, 2012 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

Employer hereby employs Employee as City Manager to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Lathrop, and the Ordinances and Resolutions of the City of Lathrop, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM.

- A. The term of this Contract shall initially be for three (3) years, commencing as of the Effective Date, and shall be automatically renewed and extended for additional three (3) year periods at the end of each three year period, unless either party shall provide written notice of non-renewal at least ninety (90) days prior to the end of the period in which notice is given.
- B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign as City Manager or as an employee of the City at any time for any reason.
- C. Employee shall remain in the exclusive employ of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.
- D. The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed during Employee's time off.
- E. Employee's initial date of hire was January 1, 2008, but this Agreement is effective as the Effective Date specified above.

SECTION 3. SALARY.

Employer agrees to pay Employee, commencing with the Effective Date for his duties, the base annual salary of one hundred and seventy one thousand one hundred thirty one dollars

(\$171,131) payable in installments at the same time and in the same manner as other Employees of the Employer are paid.

On the one (1) year anniversary of the Effective Date, the City Council shall conduct an annual performance evaluation. This evaluation shall be completed as a joint effort between Employee and Employer. If desired, an outside facilitator, to be mutually agreed upon by Employer and Employee, and at Employer's sole cost, may be utilized. On the subsequent anniversaries, Employer may grant merit increases to the base annual salary and provide other benefits to Employee under this Contract at their discretion.

SECTION 4. HOURS OF WORK.

It is recognized that Employee must devote a great deal of time outside normal office hours to business of Employer. To that end, Employee will be granted management leave at a rate of four (4) weeks of management leave per calendar year. Management leave is fully credited on January 1st of each year.

SECTION 5. AUTOMOBILE ALLOWANCE.

Employer shall receive an a automobile allowance of \$450.00 per month for the general business use of his personal vehicle; however, Employer shall also reimburse Employee at the IRS standard mileage rate for any business use of his personal vehicle for any single business trip totaling more than 100 miles.

SECTION 6. TERMINATION.

This Contract shall terminate upon the occurrence of any of the following events:

- A. The death of Employee.
- B. The dissolution or bankruptcy of Employer.
- C. The disability of Employee, as defined herein.
- D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting. Except for non-renewal of contract pursuant to 2A, the Employer however shall not terminate Employee within a "cooling off" period of ninety (90) days either before or after an election for which a City Council Member is elected.
- E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law that substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.

- F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless any such reduction is pursuant to a City wide furlough program, such action shall constitute a breach of this Contract and will be regarded as termination.
- G. If the Employee resigns following an offer to accept resignation, by majority of the City Council of Employer, then the Employee may declare a termination as of the date of the requested resignation.
- H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer to be provided. Written notice of a breach of contract shall be provided.
- I. Conviction of Employee of any public offense that is a felony, and/or involves moral turpitude, and /or the punishment for which includes a prohibition of holding public employment.

SECTION 7. CONFIDENTIALITY.

Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee during his service as City Manager shall at all times be conducted in closed session of the City Council and shall be considered confidential to the full extent permitted by law. Nothing herein shall prohibit the Employer or the Employee from sharing the content of Employee's evaluation with their respective legal counsel.

SECTION 8. SEVERANCE P AY.

If this Contract is terminated pursuant to Section 6, Paragraph B, D, E, F, G or City breach of Contract, Employer shall pay severance to Employee in the amount of six (6) months' salary. Instead of six of severance pay in accordance with this Section, Employee may elect to treat the non-renewal of the Contract (as described in herein and in Section 2) as a termination that entitles him to three (3) months' severance pay in addition to regular pay during the 90 day notice period of non-renewal referenced in Section 2A.

If this contract is terminated for any reason specified herein, Employee shall be paid for all accrued and unused sick leave, vacation time, paid holidays; and the value of all benefits including employer's contribution to PERS, Health Insurance allowance, and car allowance. Severance will be paid in one payment within 30 days of termination.

SECTION 9. NOTICE TO RESIGN

Employee may terminate this Contract by providing written notice to the City at least thirty (30) days prior to the effective date of resignation. The Employer shall have no further obligation to provide payments and benefits to Employee for his service as City Manager after the effective date of the resignation except for all accrued and unused management leave, sick leave and vacation time. The City requests that Employee provide six (6) to twelve (12) months advance notice in the event that he determines to retire from service.

SECTION 10. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, commencing with section 810.

SECTION 11. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 12. DISABILITY, ADJUSTMENTS, HEALTH AND LIFE INSURANCE, COST-OF-LIVING, VACATION AND SICK LEAVE.

Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other unrepresented employees of the Employer. An annual cost of living increase adjustment shall be applied to the base annual salary going forward to Employee as established for all other non-represented employees. Additionally, Employee will accrue vacation and sick leave at a rate as outlined in the City's Administrative Policies Manual based on his initial hire date.

SECTION 13. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer.

SECTION 14. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- | | |
|--------------|-------------------------------------------------------------------|
| (1) Employer | Mayor, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA |
| (2) Employee | At his address as reflected in his personnel records of the City. |

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 15. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Contract between the parties.

B. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Lathrop has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

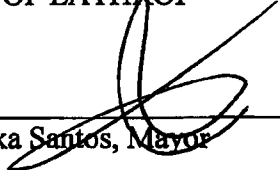
EMPLOYEE

CITY OF LATHROP

By: 

Stephen J. Salvatore

Date: 9/12/12



J Chaka Santos, Mayor

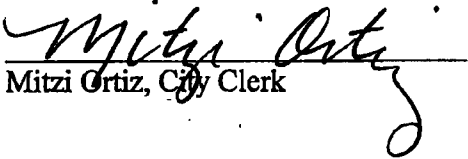
Date: 9/17/12

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTEST:



Mitzi Ortiz, City Clerk

**Amendment Number One to Employment Agreement between
The City of Lathrop and Stephen J. Salvatore
August 17, 2015**

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for the services of City Manager on or about September 17, 2012.

The City Council has met and unanimously agreed to renew and extend this Employment Agreement pursuant to the conditions as described in Section 2 of the Employment Agreement.

IN WITNESS WHEREOF the City of Lathrop has caused this Amendment No. 1 to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the employee has signed and executed this Amendment both in duplicate.

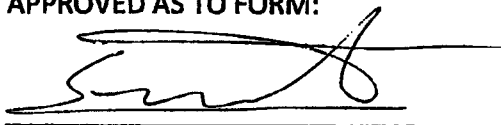
EMPLOYEE

By:


Stephen J. Salvatore

Date: 8-17-15

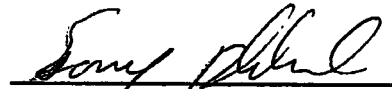
APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

ATTEST:


Teresa Vargas, City Clerk

CITY OF LATHROP


Sonny Dhaliwal, Mayor

Date: 8/17/15

Attachment: Exhibit A – Employment Agreement for Stephen J. Salvatore effective September 17, 2012

**Amendment Number Two to Employment Agreement Between the
City of Lathrop and Stephen J. Salvatore
November 19, 2018**

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Manager on or about September 17, 2012.

On or about August 17, 2015, the City council unanimously agreed to renew and extend the Employment Agreement pursuant to the conditions as described in Section 2 of the Employment Agreement, attached hereto and incorporated herein as Exhibit "B". In addition, the Employment Agreement automatically renewed for an additional 3 years in September 2018.

The City Council has met and with a vote of 4-0, with Councilmember Dresser absent, approves the following amendment to the Employment Agreement, effective November 19, 2018:

1. Increase current base annual salary by 5%;
2. Up to forty (40) hours of sick leave can be cashed out annually; and
3. Employer will contribute \$2,179 per month towards the Employee's health, dental and vision insurance benefits, and any such increases to benefits provided to other management employees.

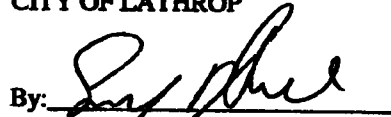
Unless specifically stated above, no other changes to the original agreement (or Amendment One) are intended by this Agreement.

EMPLOYEE:

By: 
Stephen J. Salvatore

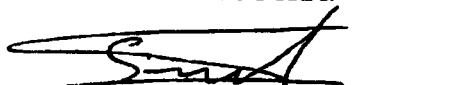
Date: 11-19-18

CITY OF LATHROP

By: 
Sonny Dhaliwal, Mayor

Date: 11/19/18

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

ATTEST:


Teresa Vargas, City Clerk

Attachments:

- Exhibit "A" – Employment Agreement for Stephen J. Salvatore effective September 17, 2012
- Exhibit "B" – Amendment Number One to Employment Agreement dated August 17, 2015

**Amendment Number Three to Employment Agreement Between the
City of Lathrop and Stephen J. Salvatore
August 8, 2022**

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Manager on or about September 17, 2012.

On or about August 17, 2015, the City Council unanimously agreed to renew and extend the Employment Agreement (Amendment Number One) attached and hereto incorporated herein as Exhibit "B".

On or about November 19, 2018 the City Council approved Amendment Number Two, attached and incorporated herein as Exhibit "C".

The City Council hereby approves a performance-based increase in the City Manager's current base salary of 6% , effective July 11, 2022.

Unless specifically stated above, no other changes to the original agreement (or Amendments) are intended by this Amendment.


EMPLOYEE

By: 

Stephen J. Salvatore

Date: 8/8/22

CITY OF LATHROP

By: 

Sonny Dhaliwal, Mayor

Date: 8/8/22

APPROVED AS TO FORM:


Michael G. Colantuono
Special Counsel

ATTEST:



Teresa Vargas, City Clerk / Government Services Director

Attachments:

- Exhibit "A" – Employment Agreement for Stephen J. Salvatore effective September 17, 2012
- Exhibit "B" – Amendment Number One to Employment Agreement dated August 17, 2015
- Exhibit "C" – Amendment Number Two to Employment Agreement dated November 19, 2018

**Amendment Number Four to Employment Agreement Between the
City of Lathrop and Stephen J. Salvatore
August 14, 2023**

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached and incorporated herein as Exhibit "A," was entered into between the parties for services of City Manager on or about September 17, 2012.

On or about August 17, 2015, the City Council approved Amendment Number One to the Employment Agreement, which is attached and incorporated herein as Exhibit "B."

On or about November 19, 2018, the City Council approved Amendment Number Two, which is attached and incorporated herein as Exhibit "C."

On or about August 8, 2022, the City Council approved Amendment Number Three, which is attached and incorporated herein as Exhibit "D."

The City Council hereby approves an amendment to the first paragraph of Section 8 of the Employment Agreement to read as follows:

If this Contract is terminated pursuant to Section 6, Paragraph B, D, E, F, G, or City breach of Contract, Employer shall pay severance to Employee in the amount of twelve (12) months of salary. Instead of twelve months of severance pay in accordance with this Section, Employee may elect to treat the non-renewal of the Contract (as described in Section 2) as a termination that entitles him to nine (9) months of severance pay in addition to regular pay during the 90 day notice period of non-renewal referenced in Section 2A. This provision shall be limited by the requirements of Government Code sections 53260 and 53621.

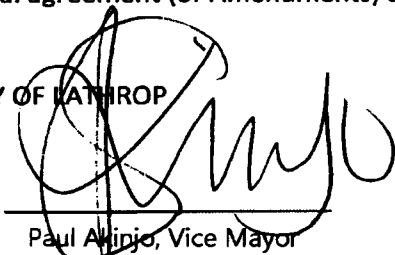
Unless specifically stated above, no other changes to the original agreement (or Amendments) are intended by this Amendment.

EMPLOYEE

By: 
Stephen J. Salvatore

Date: 8.15.23

CITY OF LATHROP

By: 
Paul Akinjo, Vice Mayor

Date: 8/14/23

APPROVED AS TO FORM:


Special Counsel

ATTEST:



Teresa Vargas, City Clerk/Government Services Manager

Attachments:

Exhibit "A" – Employment Agreement for Stephen J. Salvatore effective September 17, 2012

Exhibit "B" – Amendment Number One to Employment Agreement dated August 17, 2015

Exhibit "C" – Amendment Number Two to Employment Agreement dated November 19, 2018

Exhibit "D" – Amendment Number Three to Employment Agreement dated August 8, 2022

**Amendment Number Five to Employment Agreement between
The City of Lathrop and Stephen J. Salvatore
December 11, 2023**

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for the services of City Manager on or about September 17, 2012.

On or about August 17, 2015, the City Council approved Amendment Number One to the Employment Agreement, which is attached and incorporated herein as Exhibit " B."

On or about November 19, 2018, the City Council approved Amendment Number Two, which is attached and incorporated herein as Exhibit " C."

On or about August 8, 2022, the City Council approved Amendment Number Three, which is attached and incorporated herein as Exhibit" D."

On or about August 14, 2023, the City Council approved Amendment Number Four, which is attached and incorporated herein as Exhibit" E."

The City Council hereby approves an amendment to the second paragraph of Section 8 of the Employment Agreement to read as underlined below:

If this contract is terminated for any reason specified herein, Employee shall be paid for all accrued and unused sick leave, vacation time, paid holidays; and the value of all benefits including employer's contribution to PERS, Health Insurance allowance, and car allowance. Severance will be paid in one payment within 30 days of termination. Employee shall cash out 14 hours per pay period of accrued unused sick leave, so long as the accrued sick leave balance remains at a minimum of 160 hours. Increments of less than 14 hours above 160 hours of accrued sick leave will not be cashed out.

Unless specifically stated above, no other changes to the original agreement (or Amendments) are intended by this Amendment.

EMPLOYEE

By: 

Stephen J. Salvatore

Date: 12/11/23

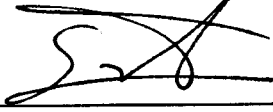
CITY OF LATHROP



Sonny Dhaliwal, Mayor

Date: 12/11/23

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTEST:


Teresa Vargas, City Clerk

Attachments:

Exhibit "A" — Employment Agreement for Stephen J. Salvatore effective September 17, 2012

Exhibit "B" — Amendment Number One to Employment Agreement dated August 17, 2015

Exhibit "C" — Amendment Number Two to Employment Agreement dated November 19, 2018

Exhibit "D" — Amendment Number Three to Employment Agreement dated August 8, 2022

Exhibit "E" — Amendment Number Four to Employment Agreement dated August 14, 2023

**Amendment Number Four to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete, City Attorney
September 9, 2024**

The original Employment Agreement between the City of Lathrop and Salvador V. Navarrete, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Attorney on or about January 14, 2008.

On or about November 19, 2018 the City Council unanimously approved Amendment Number One, attached herein as Exhibit "B".

On or about August 8, 2022 the City Council approved Amendment Number Two, attached herein as Exhibit "C".

On or about August 14, 2023 the City Council approved Amendment Number Three, attached herein as Exhibit "D".

The City Council hereby approves a merit increase of 3% to base salary effective July 6, 2024.

Unless specifically stated above, no other changes to the original agreement (or Amendments) are intended by this Amendment.

EMPLOYEE

CITY OF LATHROP


By: _____
Salvador V. Navarrete

By: _____
Sonny Dhaliwal, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

DocuSigned by:

2DFD0876110BAAA...
Michael G. Colantuono, Special Counsel

ATTEST:

Teresa Vargas, City Clerk/Government Services Director

Attachments:

Exhibit "A" – Employment Agreement for Salvador V. Navarrete effective January 14, 2008

Exhibit "B" – Amendment Number One to Employment Agreement dated November 19, 2018

Exhibit "C" – Amendment Number Two to Employment Agreement dated August 8, 2022

Exhibit "D" – Amendment Number Three to Employment Agreement dated August 14, 2023

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 11th day of December, 2007, by and between the City of Lathrop, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Salvador V. Navarrete, an individual, hereinafter called "Employee," and is effective as of January 14, 2008 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

A. General.

Employer hereby employs Employee as City Attorney to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Lathrop, and the Ordinances and Resolutions of the City of Lathrop, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. Description of Duties.

In amplification of Section 1A. of the Contract, Employee shall serve as general counsel and chief legal advisor to employer, and perform all legal duties for Employer, except

(i) When, in the opinion of Employer, it would be more appropriate to hire outside specialist counsel. In such event, Employee shall assist Employer in selecting such outside specialist counsel. Such outside specialist counsel may serve in lieu of Employee on any particular matter, or may assist Employee; or

(ii) When counsel for Employer is otherwise provided, as in the case of counsel provided by insurers in connection with various insurance policies held by Employer, or provided by the Risk Management Authority of which Employer is a member; or

(iii) When a conflict exists such that Employee is prohibited by law or rules of professional conduct from representing or advising Employer.

C. In further amplification of Section 1.A. of this contract, Employee shall, unless excused by Employer, attend all meetings of the City Council and the Planning Commission of the City of Lathrop, and meetings of such other Boards or Commissions of the City as the City Council may, from time to time, direct.

D. In further amplification of Section 1.A of this Contract, it is recognized and agreed that Employee reports to the City Council of Employer, and not to the City Manager of Employer, but Employee will co-ordinate with the City Manager of Employer to ensure the legal needs of Employer are met. Employee shall operationally be considered a department head with all the rights, duties and obligations thereof.

SECTION 2. TERM.

A. The term of this Contract shall initially be for five (5) years, commencing as of the Effective Date, and shall be automatically renewed and extended for an additional five (5) year period at the end of each renewal and extension period, unless either party shall provide written notice of non-renewal at least ninety (90) days prior to the end of the period in which notice is given. In the event Employer declares its intention not to renew and extend this Contract, then Employee, while continuing to perform all of his duties hereunder, may undertake the pursuit of new employment opportunities.

B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time for any reason.

C. Notwithstanding any other provision in this Section 2, this Contract may be earlier terminated in accordance with Section 7 of this Contract

D. Employee shall remain in the exclusive employ of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.

E. The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed during Employee's time off.

SECTION 3. DISABILITY.

If Employee shall, for whatever reason, become incapable of performing any of the essential functions of City Attorney, even with reasonable accommodation by Employer, either

1. Permanently, or

2. For a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. Employer and Employee agree that the time period specified in this paragraph 2 is a reasonable accommodation by Employer, and that granting longer time would be an undue hardship on Employee.

SECTION 4. SALARY.

Employer agrees to pay Employee, effective January 14, 2008, for his duties, a base annual salary of one hundred fifty thousand dollars (\$150,000) payable in installments at the same time and in the same manner as other Employees of the Employer are paid.

The City Council shall conduct an annual performance evaluation within fifteen (15) days of January 14th each year commencing in 2009. This evaluation shall be completed as a joint effort between Employee and Employer. If desired, an outside facilitator, to be mutually agreed upon by Employer and Employee, and at Employer's sole cost, may be utilized. Upon satisfactory completion of this annual performance review, Employer may grant merit increases to the base salary and other benefits to provide to Employee under this Contract. Any such modifications shall be in writing and signed by Employee and Employer.

SECTION 5. HOURS OF WORK.

It is recognized that Employee must devote a great deal of time outside normal office hours to business of

Employer. To that end, Employee will be granted fifteen (15) days of management leave per calendar year. Management leave is fully credited on January 1st of each year and cannot be cashed out or rolled over.

SECTION 6. AUTOMOBILE ALLOWANCE.

Employer shall receive an automobile allowance of \$450.00 per month for the general business use of his personal vehicle; however, Employer shall also reimburse Employee at the IRS standard mileage rate for any business use of his personal vehicle for any single business trip totaling more than 100 miles.

SECTION 7. TERMINATION

This Contract shall terminate upon the occurrence of any of the following events:

- A. The death of Employee.
- B. The dissolution or bankruptcy of Employer.
- C. The disability of Employee, as defined in Section 3 of this Contract.
- D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting.
- E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law that substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
- F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Contract and will be regarded as termination.
- G. If the Employee resigns following an offer to accept resignation, or a suggestion that Employee resign, whether formal or informal, by any member of the City Council of Employer acting as representative of the majority of the City Council, then the Employee may declare a termination as of the date of the suggestion.
- H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer to be provided. Written notice of a breach of contract shall be provided.
- I. Conviction of Employee of any public offense that is a felony, and/or involves moral turpitude, and/or the punishment for which includes a prohibition of holding public employment.

SECTION 8. CONFIDENTIALITY

- A. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the City Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Employer or the Employee from sharing the content of the City Attorney's evaluation with their respective legal counsel.
- B. In the event of termination or resignation, the Employer and Employee agree not to make comments or statements about each other and shall respond to inquiries by only confirming that such termination or resignation occurred. In addition, the Employer and Employee agree not to discuss the circumstances surrounding employment and termination with any person other than their respective legal counsel, including but not limited to members of the media, public, and City staff.

SECTION 9. SEVERANCE PAY

If this Contract is terminated because of the reasons specified in Section 7.C, 7.D, 7.E, 7.F, 7.G, or an uncured breach by Employer pursuant to 7.H, Employer shall pay severance pay to Employee up to a maximum of nine (9) months' salary. Employee may elect to treat the non-renewal of the Contract (as described in Section 2.A) as a termination that entitles him to severance pay in accordance with this Section. A severance bank of six (6) months pay is granted on the 61st day after the Effective Date of this Contract. Employee thereafter shall earn one (1) additional month of severance per year of service, not to exceed a combined total of nine (9) months severance.

If Employee is terminated by the Employer within the three (3) months preceding or following a General Election where one or more City Council seats are contested on the ballot of such election (the "election cool-off period"), then Employee will be granted an additional three (3) months severance (salary only – no payout on additional benefits or leave accruals) to the severance bank currently earned.

If this contract is terminated for any reason specified in Section 7 within the first 60 days of employment, Employee will receive three (3) months of severance pay.

If this contract is terminated for any reason specified in Section 7, Employee shall be paid for all accrued and unused sick leave, vacation time, paid holidays; and the cash value of all benefits including employer's contribution to PERS, Health Insurance allowance, and car allowance. Severance will be paid in monthly installments equal in number to the number of months' severance due employee pursuant to this Section.

SECTION 10. NOTICE TO RESIGN

Employee may terminate this Contract by providing written notice to the City at least thirty (30) days prior to the effective date of resignation. The City shall have no further obligation to provide payments and benefits after the effective date of the resignation. The City requests that Employee provide six (6) to twelve (12) months advance notice in the event that he determines to retire from service.

SECTION 11. VACATION AND SICK LEAVE.

Employee will accrue vacation at a rate of fifteen (15) days per year. Up to forty (40) hours of unused vacation hours earned may be cashed out. Employee will accrue ninety-six (96) hours of sick leave per year. Up to forty (40) hours of sick leave can be cashed out annually after Employee accrues ninety-six (96) hours. There is no cap on accrual.

SECTION 12. DISABILITY, COST-OF-LIVING ADJUSTMENTS, HEALTH AND LIFE INSURANCE.

Employee shall be provided the same disability, COLA adjustments (beginning with 2008 adjustment), health, dental, vision and life insurance benefits that are presently provided to other management employees of Employer and any such increases to benefits will not require City Council action to be effective. Employer will contribute \$1,620 per month towards Employee's cafeteria plan.

SECTION 13. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer.

SECTION 14. DUES AND SUBSCRIPTIONS.

Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary

and desirable for his continued professional participation, growth and advancement and for the good of Employer.

SECTION 15. PROFESSIONAL DEVELOPMENT.

A. Employer shall budget for and pay the travel and subsistence expenses of Employee for professional official travel, meetings and occasions (maximum of three annually) adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the League of California Cities and such other national, regional, state and local governmental groups and committees thereof of which Employee may serve as a member. Employer shall budget and pay for the travel and subsistence expense of Employee for short courses, institutes and seminars necessary for her professional development and for the good of the Employer.

SECTION 16. REIMBURSEMENT OF EXPENSES.

To the extent Employee necessarily incurs expenses in the performance of her duties, Employee will receive prompt reimbursement therefore. Employee shall submit a claim form to Employer in the form and manner required of any employee. The requirement for a claim form shall apply to mileage reimbursement under Section 6 of this Contract.

SECTION 17. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, commencing with section 810.

SECTION 18. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer including but not limited to those relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions, as they now exist or hereafter may be amended also shall apply to Employee as they would to other unrepresented employees of the Employer.

SECTION 20. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Mayor, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330
- (2) Employee: Salvador V. Navarrete, 3378 Lighthouse Court, Atwater, CA 95301

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 21. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Contract between the parties.

B. If the Employee dies prior to the expiration of the term of employment, any monies that may be due to him from Employer under this Agreement as of the date of his death shall be paid to his beneficiaries or personal representatives.

C. This Contract shall become effective on the date first written above.

D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Lathrop has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

"EMPLOYER"
CITY OF Lathrop

By: 

Kristy Sayles, Mayor

ATTEST.



Rick Caldeira, City Clerk

APPROVED AS TO FORM:



JOHN W. STOVALL, Interim City Attorney

"EMPLOYEE"



Salvador V. Navarrete

**Amendment Number One to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete
November 19, 2018**

The original Employment Agreement between the City of Lathrop and Salvador V. Navarrete, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Attorney on or about January 14, 2008.

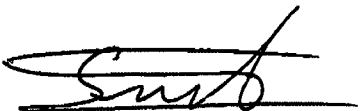
The Employment Agreement has automatically renewed in January of 2013 and January of 2018 pursuant to the conditions as described in Section 2 of the Employment Agreement, attached hereto and incorporated herein as Exhibit "B".

The City Council has met and with a vote of 4-0, with Councilmember Dresser absent, approves the following amendment to the Employment Agreement, effective November 19, 2018:

1. Increase current base salary by 5%; and
2. If Employee resigns his position, he will be paid for all accrued and unused management leave, sick leave and vacation time.


Unless specifically stated above, no other changes to the original agreement (or Amendment One) are intended by this Agreement.

EMPLOYEE

By: 
Salvador V. Navarrete

Date: 11-19-18

CITY OF LATHROP

By: 
Sonny Dhaliwal, Mayor

Date: 11/19/18

APPROVED AS TO FORM:

See page 2

ATTEST:


Teresa Vargas, City Clerk

Attachments:

Exhibit "A" – Employment Agreement for Salvador V. Navarrete effective January 14, 2008.

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 11th day of December, 2007, by and between the City of Lathrop, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Salvador V. Navarrete, an individual, hereinafter called "Employee," and is effective as of January 14, 2008 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

A. General.

Employer hereby employs Employee as City Attorney to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Lathrop, and the Ordinances and Resolutions of the City of Lathrop, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. Description of Duties.

In amplification of Section 1A. of the Contract, Employee shall serve as general counsel and chief legal advisor to employer, and perform all legal duties for Employer, except

(i) When, in the opinion of Employer, it would be more appropriate to hire outside specialist counsel. In such event, Employee shall assist Employer in selecting such outside specialist counsel. Such outside specialist counsel may serve in lieu of Employee on any particular matter, or may assist Employee; or

(ii) When counsel for Employer is otherwise provided, as in the case of counsel provided by insurers in connection with various insurance policies held by Employer, or provided by the Risk Management Authority of which Employer is a member; or

(iii) When a conflict exists such that Employee is prohibited by law or rules of professional conduct from representing or advising Employer.

C. In further amplification of Section 1.A. of this contract, Employee shall, unless excused by Employer, attend all meetings of the City Council and the Planning Commission of the City of Lathrop, and meetings of such other Boards or Commissions of the City as the City Council may, from time to time, direct.

D. In further amplification of Section 1.A of this Contract, it is recognized and agreed that Employee reports to the City Council of Employer, and not to the City Manager of Employer, but Employee will co-ordinate with the City Manager of Employer to ensure the legal needs of Employer are met. Employee shall operationally be considered a department head with all the rights, duties and obligations thereof.

SECTION 2. TERM.

A. The term of this Contract shall initially be for five (5) years, commencing as of the Effective Date, and shall be automatically renewed and extended for an additional five (5) year period at the end of each renewal and extension period, unless either party shall provide written notice of non-renewal at least ninety (90) days prior to the end of the period in which notice is given. In the event Employer declares its intention not to renew and extend this Contract, then Employee, while continuing to perform all of his duties hereunder, may undertake the pursuit of new employment opportunities.

B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time for any reason.

C. Notwithstanding any other provision in this Section 2, this Contract may be earlier terminated in accordance with Section 7 of this Contract

D. Employee shall remain in the exclusive employ of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.

E. The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed during Employee's time off.

SECTION 3. DISABILITY.

If Employee shall, for whatever reason, become incapable of performing any of the essential functions of City Attorney, even with reasonable accommodation by Employer, either

1. Permanently, or
2. For a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. Employer and Employee agree that the time period specified in this paragraph 2 is a reasonable accommodation by Employer, and that granting longer time would be an undue hardship on Employee.

SECTION 4. SALARY.

Employer agrees to pay Employee, effective January 14, 2008, for his duties, a base annual salary of one hundred fifty thousand dollars (\$150,000) payable in installments at the same time and in the same manner as other Employees of the Employer are paid.

The City Council shall conduct an annual performance evaluation within fifteen (15) days of January 14th each year commencing in 2009. This evaluation shall be completed as a joint effort between Employee and Employer. If desired, an outside facilitator, to be mutually agreed upon by Employer and Employee, and at Employer's sole cost, may be utilized. Upon satisfactory completion of this annual performance review, Employer may grant merit increases to the base salary and other benefits to provide to Employee under this Contract. Any such modifications shall be in writing and signed by Employee and Employer.

SECTION 5. HOURS OF WORK.

It is recognized that Employee must devote a great deal of time outside normal office hours to business of

Employer. To that end, Employee will be granted fifteen (15) days of management leave per calendar year. Management leave is fully credited on January 1st of each year and cannot be cashed out or rolled over.

SECTION 6. AUTOMOBILE ALLOWANCE.

Employer shall receive an automobile allowance of \$450.00 per month for the general business use of his personal vehicle; however, Employer shall also reimburse Employee at the IRS standard mileage rate for any business use of his personal vehicle for any single business trip totaling more than 100 miles.

SECTION 7. TERMINATION

This Contract shall terminate upon the occurrence of any of the following events:

- A. The death of Employee.
- B. The dissolution or bankruptcy of Employer.
- C. The disability of Employee, as defined in Section 3 of this Contract.
- D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting.
- E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law that substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
- F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Contract and will be regarded as termination.
- G. If the Employee resigns following an offer to accept resignation, or a suggestion that Employee resign, whether formal or informal, by any member of the City Council of Employer acting as representative of the majority of the City Council, then the Employee may declare a termination as of the date of the suggestion.
- H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer to be provided. Written notice of a breach of contract shall be provided.
- I. Conviction of Employee of any public offense that is a felony, and/or involves moral turpitude, and/or the punishment for which includes a prohibition of holding public employment.

SECTION 8. CONFIDENTIALITY

A. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the City Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Employer or the Employee from sharing the content of the City Attorney's evaluation with their respective legal counsel.

B. In the event of termination or resignation, the Employer and Employee agree not to make comments or statements about each other and shall respond to inquiries by only confirming that such termination or resignation occurred. In addition, the Employer and Employee agree not to discuss the circumstances surrounding employment and termination with any person other than their respective legal counsel, including but not limited to members of the media, public, and City staff.

SECTION 9. SEVERANCE PAY

If this Contract is terminated because of the reasons specified in Section 7.C, 7.D, 7.E, 7.F, 7.G, or an uncured breach by Employer pursuant to 7.H, Employer shall pay severance pay to Employee up to a maximum of nine (9) months' salary. Employee may elect to treat the non-renewal of the Contract (as described in Section 2.A) as a termination that entitles him to severance pay in accordance with this Section. A severance bank of six (6) months pay is granted on the 61st day after the Effective Date of this Contract. Employee thereafter shall earn one (1) additional month of severance per year of service, not to exceed a combined total of nine (9) months severance.

If Employee is terminated by the Employer within the three (3) months preceding or following a General Election where one or more City Council seats are contested on the ballot of such election (the "election cool-off period"), then Employee will be granted an additional three (3) months severance (salary only – no payout on additional benefits or leave accruals) to the severance bank currently earned.

If this contract is terminated for any reason specified in Section 7 within the first 60 days of employment, Employee will receive three (3) months of severance pay.

If this contract is terminated for any reason specified in Section 7, Employee shall be paid for all accrued and unused sick leave, vacation time, paid holidays; and the cash value of all benefits including employer's contribution to PERS, Health Insurance allowance, and car allowance. Severance will be paid in monthly installments equal in number to the number of months' severance due employee pursuant to this Section.

SECTION 10. NOTICE TO RESIGN

Employee may terminate this Contract by providing written notice to the City at least thirty (30) days prior to the effective date of resignation. The City shall have no further obligation to provide payments and benefits after the effective date of the resignation. The City requests that Employee provide six (6) to twelve (12) months advance notice in the event that he determines to retire from service.

SECTION 11. VACATION AND SICK LEAVE.

Employee will accrue vacation at a rate of fifteen (15) days per year. Up to forty (40) hours of unused vacation hours earned may be cashed out. Employee will accrue ninety-six (96) hours of sick leave per year. Up to forty (40) hours of sick leave can be cashed out annually after Employee accrues ninety-six (96) hours. There is no cap on accrual.

SECTION 12. DISABILITY, COST-OF-LIVING ADJUSTMENTS, HEALTH AND LIFE INSURANCE.

Employee shall be provided the same disability, COLA adjustments (beginning with 2008 adjustment), health, dental, vision and life insurance benefits that are presently provided to other management employees of Employer and any such increases to benefits will not require City Council action to be effective. Employer will contribute \$1,620 per month towards Employee's cafeteria plan.

SECTION 13. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer.

SECTION 14. DUES AND SUBSCRIPTIONS.

Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary

and desirable for his continued professional participation, growth and advancement and for the good of Employer.

SECTION 15. PROFESSIONAL DEVELOPMENT.

A. Employer shall budget for and pay the travel and subsistence expenses of Employee for professional official travel, meetings and occasions (maximum of three annually) adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the League of California Cities and such other national, regional, state and local governmental groups and committees thereof of which Employee may serve as a member. Employer shall budget and pay for the travel and subsistence expense of Employee for short courses, institutes and seminars necessary for her professional development and for the good of the Employer.

SECTION 16. REIMBURSEMENT OF EXPENSES.

To the extent Employee necessarily incurs expenses in the performance of her duties, Employee will receive prompt reimbursement therefore. Employee shall submit a claim form to Employer in the form and manner required of any employee. The requirement for a claim form shall apply to mileage reimbursement under Section 6 of this Contract.

SECTION 17. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, commencing with section 810.

SECTION 18. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer including but not limited to those relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions, as they now exist or hereafter may be amended also shall apply to Employee as they would to other unrepresented employees of the Employer.

SECTION 20. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Mayor, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330
- (2) Employee: Salvador V. Navarrete, 3378 Lighthouse Court, Atwater, CA 95301

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 21. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Contract between the parties.

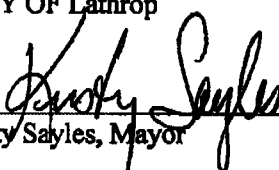
B. If the Employee dies prior to the expiration of the term of employment, any monies that may be due to him from Employer under this Agreement as of the date of his death shall be paid to his beneficiaries or personal representatives.

C. This Contract shall become effective on the date first written above.

D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Lathrop has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

"EMPLOYER"
CITY OF Lathrop

By: 
Kristy Sayles, Mayor

ATTEST.



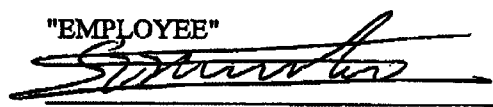
Rick Caldeira, City Clerk

APPROVED AS TO FORM:



JOHN W. STOVALL, Interim City Attorney

"EMPLOYEE"



Salvador V. Navarrete

**Amendment Number Two to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete
August 8, 2022**

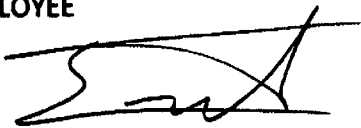
The original Employment Agreement between the City of Lathrop and Salvador V. Navarrete, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Attorney on or about January 14, 2008.

On or about November 19, 2018 the City Council unanimously approved Amendment Number One, attached herein as Exhibit "B".

The City Council hereby approves a performance-based increase to current base salary of 5% effective July 11, 2022.

Unless specifically stated above, no other changes to the original agreement (or Amendments) are intended by this Amendment.

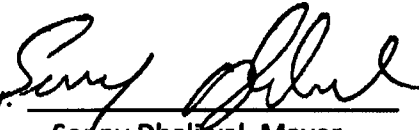
EMPLOYEE

By: 

Salvador V. Navarrete

Date: 8/8/22


CITY OF LATHROP

By: 

Sonny Dhaliwal, Mayor

Date: 8/8/22

APPROVED AS TO FORM:


Michael G. Colantuono
Special Counsel

ATTEST:



Teresa Vargas, City Clerk/Government Services Director

Attachments:

Exhibit "A" – Employment Agreement for Salvador V. Navarrete effective January , 2008

Exhibit "B" – Amendment Number One to Employment Agreement dated November 19, 2018

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 11th day of December, 2007, by and between the City of Lathrop, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Salvador V. Navarrete, an individual, hereinafter called "Employee," and is effective as of January 14, 2008 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

A. General.

Employer hereby employs Employee as City Attorney to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Lathrop, and the Ordinances and Resolutions of the City of Lathrop, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. Description of Duties.

In amplification of Section 1A. of the Contract, Employee shall serve as general counsel and chief legal advisor to employer, and perform all legal duties for Employer, except

(i) When, in the opinion of Employer, it would be more appropriate to hire outside specialist counsel. In such event, Employee shall assist Employer in selecting such outside specialist counsel. Such outside specialist counsel may serve in lieu of Employee on any particular matter, or may assist Employee; or

(ii) When counsel for Employer is otherwise provided, as in the case of counsel provided by insurers in connection with various insurance policies held by Employer, or provided by the Risk Management Authority of which Employer is a member; or

(iii) When a conflict exists such that Employee is prohibited by law or rules of professional conduct from representing or advising Employer.

C. In further amplification of Section 1.A. of this contract, Employee shall, unless excused by Employer, attend all meetings of the City Council and the Planning Commission of the City of Lathrop, and meetings of such other Boards or Commissions of the City as the City Council may, from time to time, direct.

D. In further amplification of Section 1.A of this Contract, it is recognized and agreed that Employee reports to the City Council of Employer, and not to the City Manager of Employer, but Employee will co-ordinate with the City Manager of Employer to ensure the legal needs of Employer are met. Employee shall operationally be considered a department head with all the rights, duties and obligations thereof.

SECTION 2. TERM.

A. The term of this Contract shall initially be for five (5) years, commencing as of the Effective Date, and shall be automatically renewed and extended for an additional five (5) year period at the end of each renewal and extension period, unless either party shall provide written notice of non-renewal at least ninety (90) days prior to the end of the period in which notice is given. In the event Employer declares its intention not to renew and extend this Contract, then Employee, while continuing to perform all of his duties hereunder, may undertake the pursuit of new employment opportunities.

B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time for any reason.

C. Notwithstanding any other provision in this Section 2, this Contract may be earlier terminated in accordance with Section 7 of this Contract

D. Employee shall remain in the exclusive employ of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.

E. The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed during Employee's time off.

SECTION 3. DISABILITY.

If Employee shall, for whatever reason, become incapable of performing any of the essential functions of City Attorney, even with reasonable accommodation by Employer, either

1. Permanently, or

2. For a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. Employer and Employee agree that the time period specified in this paragraph 2 is a reasonable accommodation by Employer, and that granting longer time would be an undue hardship on Employee.

SECTION 4. SALARY.

Employer agrees to pay Employee, effective January 14, 2008, for his duties, a base annual salary of one hundred fifty thousand dollars (\$150,000) payable in installments at the same time and in the same manner as other Employees of the Employer are paid.

The City Council shall conduct an annual performance evaluation within fifteen (15) days of January 14th each year commencing in 2009. This evaluation shall be completed as a joint effort between Employee and Employer. If desired, an outside facilitator, to be mutually agreed upon by Employer and Employee, and at Employer's sole cost, may be utilized. Upon satisfactory completion of this annual performance review, Employer may grant merit increases to the base salary and other benefits to provide to Employee under this Contract. Any such modifications shall be in writing and signed by Employee and Employer.

SECTION 5. HOURS OF WORK.

It is recognized that Employee must devote a great deal of time outside normal office hours to business of

Employer. To that end, Employee will be granted fifteen (15) days of management leave per calendar year. Management leave is fully credited on January 1st of each year and cannot be cashed out or rolled over.

SECTION 6. AUTOMOBILE ALLOWANCE.

Employer shall receive an automobile allowance of \$450.00 per month for the general business use of his personal vehicle; however, Employer shall also reimburse Employee at the IRS standard mileage rate for any business use of his personal vehicle for any single business trip totaling more than 100 miles.

SECTION 7. TERMINATION

This Contract shall terminate upon the occurrence of any of the following events:

- A. The death of Employee.
- B. The dissolution or bankruptcy of Employer.
- C. The disability of Employee, as defined in Section 3 of this Contract.
- D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting.
- E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law that substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
- F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Contract and will be regarded as termination.
- G. If the Employee resigns following an offer to accept resignation, or a suggestion that Employee resign, whether formal or informal, by any member of the City Council of Employer acting as representative of the majority of the City Council, then the Employee may declare a termination as of the date of the suggestion.
- H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer to be provided. Written notice of a breach of contract shall be provided.
- I. Conviction of Employee of any public offense that is a felony, and/or involves moral turpitude, and/or the punishment for which includes a prohibition of holding public employment.

SECTION 8. CONFIDENTIALITY

- A. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the City Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Employer or the Employee from sharing the content of the City Attorney's evaluation with their respective legal counsel.
- B. In the event of termination or resignation, the Employer and Employee agree not to make comments or statements about each other and shall respond to inquiries by only confirming that such termination or resignation occurred. In addition, the Employer and Employee agree not to discuss the circumstances surrounding employment and termination with any person other than their respective legal counsel, including but not limited to members of the media, public, and City staff.

SECTION 9. SEVERANCE PAY

If this Contract is terminated because of the reasons specified in Section 7.C, 7.D, 7.E, 7.F, 7.G, or an uncured breach by Employer pursuant to 7.H, Employer shall pay severance pay to Employee up to a maximum of nine (9) months' salary. Employee may elect to treat the non-renewal of the Contract (as described in Section 2.A) as a termination that entitles him to severance pay in accordance with this Section. A severance bank of six (6) months pay is granted on the 61st day after the Effective Date of this Contract. Employee thereafter shall earn one (1) additional month of severance per year of service, not to exceed a combined total of nine (9) months severance.

If Employee is terminated by the Employer within the three (3) months preceding or following a General Election where one or more City Council seats are contested on the ballot of such election (the "election cool-off period"), then Employee will be granted an additional three (3) months severance (salary only – no payout on additional benefits or leave accruals) to the severance bank currently earned.

If this contract is terminated for any reason specified in Section 7 within the first 60 days of employment, Employee will receive three (3) months of severance pay.

If this contract is terminated for any reason specified in Section 7, Employee shall be paid for all accrued and unused sick leave, vacation time, paid holidays; and the cash value of all benefits including employer's contribution to PERS, Health Insurance allowance, and car allowance. Severance will be paid in monthly installments equal in number to the number of months' severance due employee pursuant to this Section.

SECTION 10. NOTICE TO RESIGN

Employee may terminate this Contract by providing written notice to the City at least thirty (30) days prior to the effective date of resignation. The City shall have no further obligation to provide payments and benefits after the effective date of the resignation. The City requests that Employee provide six (6) to twelve (12) months advance notice in the event that he determines to retire from service.

SECTION 11. VACATION AND SICK LEAVE.

Employee will accrue vacation at a rate of fifteen (15) days per year. Up to forty (40) hours of unused vacation hours earned may be cashed out. Employee will accrue ninety-six (96) hours of sick leave per year. Up to forty (40) hours of sick leave can be cashed out annually after Employee accrues ninety-six (96) hours. There is no cap on accrual.

SECTION 12. DISABILITY, COST-OF-LIVING ADJUSTMENTS, HEALTH AND LIFE INSURANCE.

Employee shall be provided the same disability, COLA adjustments (beginning with 2008 adjustment), health, dental, vision and life insurance benefits that are presently provided to other management employees of Employer and any such increases to benefits will not require City Council action to be effective. Employer will contribute \$1,620 per month towards Employee's cafeteria plan.

SECTION 13. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer.

SECTION 14. DUES AND SUBSCRIPTIONS.

Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary

and desirable for his continued professional participation, growth and advancement and for the good of Employer.

SECTION 15. PROFESSIONAL DEVELOPMENT.

A. Employer shall budget for and pay the travel and subsistence expenses of Employee for professional official travel, meetings and occasions (maximum of three annually) adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the League of California Cities and such other national, regional, state and local governmental groups and committees thereof of which Employee may serve as a member. Employer shall budget and pay for the travel and subsistence expense of Employee for short courses, institutes and seminars necessary for her professional development and for the good of the Employer.

SECTION 16. REIMBURSEMENT OF EXPENSES.

To the extent Employee necessarily incurs expenses in the performance of her duties, Employee will receive prompt reimbursement therefore. Employee shall submit a claim form to Employer in the form and manner required of any employee. The requirement for a claim form shall apply to mileage reimbursement under Section 6 of this Contract.

SECTION 17. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, commencing with section 810.

SECTION 18. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer including but not limited to those relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions, as they now exist or hereafter may be amended also shall apply to Employee as they would to other unrepresented employees of the Employer.

SECTION 20. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Mayor, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330
- (2) Employee: Salvador V. Navarrete, 3378 Lighthouse Court, Atwater, CA 95301

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 21. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Contract between the parties.

B. If the Employee dies prior to the expiration of the term of employment, any monies that may be due to him from Employer under this Agreement as of the date of his death shall be paid to his beneficiaries or personal representatives.

C. This Contract shall become effective on the date first written above.

D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Lathrop has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

"EMPLOYER"
CITY OF Lathrop

By: 
Kristy Sayles, Mayor

ATTEST:


Rick Caldeira, City Clerk

APPROVED AS TO FORM:


JOHN W. STOVALL, Interim City Attorney

"EMPLOYEE"


Salvador V. Navarrete

**Amendment Number One to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete
November 19, 2018**

The original Employment Agreement between the City of Lathrop and Salvador V. Navarrete, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Attorney on or about January 14, 2008.

The Employment Agreement has automatically renewed in January of 2013 and January of 2018 pursuant to the conditions as described in Section 2 of the Employment Agreement, attached hereto and incorporated herein as Exhibit "B".

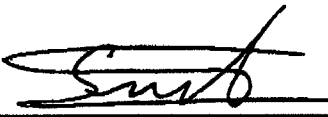
The City Council has met and with a vote of 4-0, with Councilmember Dresser absent, approves the following amendment to the Employment Agreement, effective November 19, 2018:

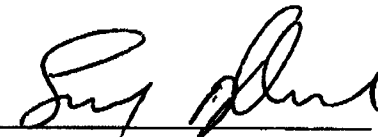
1. Increase current base salary by 5%; and
2. If Employee resigns his position, he will be paid for all accrued and unused management leave, sick leave and vacation time.

Unless specifically stated above, no other changes to the original agreement (or Amendment One) are intended by this Agreement.

EMPLOYEE

CITY OF LATHROP

By: 
Salvador V. Navarrete

By: 
Sonny Dhaliwal, Mayor

Date: 11-19-18

Date: 11/19/18

APPROVED AS TO FORM:

See page 2

ATTEST:


Teresa Vargas, City Clerk

Attachments:

Exhibit "A" – Employment Agreement for Salvador V. Navarrete effective January 14, 2008.

**Amendment Number One to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete
November 19, 2018**

The original Employment Agreement between the City of Lathrop and Salvador V. Navarrete, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Attorney on or about January 14, 2008.

The Employment Agreement has automatically renewed in January of 2013 and January of 2018 pursuant to the conditions as described in Section 2 of the Employment Agreement, attached hereto and incorporated herein as Exhibit "B".

The City Council has met and with a vote of 4-0, with Councilmember Dresser absent, approves the following amendment to the Employment Agreement, effective November 19, 2018:

1. Increase current base salary by 5%; and
2. If Employee resigns his position, he will be paid for all accrued and unused management leave, sick leave and vacation time.

Unless specifically stated above, no other changes to the original agreement (or Amendment One) are intended by this Agreement.

EMPLOYEE

CITY OF LATHROP

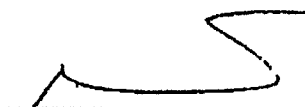
By: _____
Salvador V. Navarrete

By: _____
Sonny Dhaliwal, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:



11/20/18
Michael G. Colantoni, Special Council

ATTEST:

Teresa Vargas, City Clerk

Attachments:

Exhibit "A" – Employment Agreement for Salvador V. Navarrete effective January 14, 2008.

pg 2

**Amendment Number Three to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete
August 14, 2023**

The original Employment Agreement between the City of Lathrop and Salvador V. Navarrete, attached and incorporated herein as Exhibit "A," was entered into between the parties for services of City Attorney on or about January 14, 2008.

On or about November 19, 2018, the City Council approved Amendment Number One, which is attached and incorporated herein as Exhibit "B."

On or about August 8, 2022, the City Council approved Amendment Number Two, which is attached and incorporated herein as Exhibit "C."

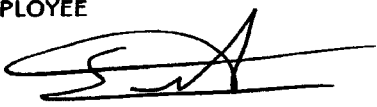
The City Council hereby approves an amendment to the first paragraph of Section 9 to read as follows:

If this Contract is terminated because of the reasons specified in Section 7. C, 7. D, 7. E, 7. F, 7. G, or an uncured breach by Employer pursuant to 7. H, Employer shall pay severance pay to Employee of twelve (12) months of salary. Employee may elect to treat the non-renewal of the Contract (as described in Section 2.A) as a termination that entitles him to severance pay in accordance with this Section. This provision shall be limited by the requirements of Government Code sections 53260 and 53621.

The City Council hereby further approves the deletion of the third paragraph of Section 9.

Unless specifically stated above, no other changes to the original agreement (or Amendments) are intended by this Amendment.

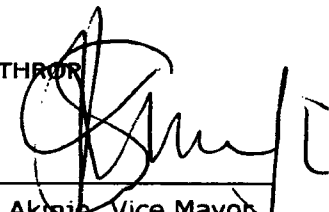
EMPLOYEE

By: 

Salvador V. Navarrete

Date: 8-14-2023

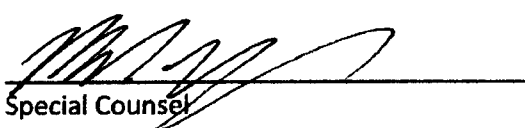
CITY OF LATHROP

By: 

Paul Akinjo, Vice Mayor

Date: 8/14/23

APPROVED AS TO FORM:



Special Counsel

ATTEST:



Teresa Vargas, City Clerk/Government Services Manager

Attachments:

Exhibit "A" – Employment Agreement for Salvador V. Navarrete effective January , 2008

Exhibit "B" – Amendment Number One to Employment Agreement dated November 19, 2018

Exhibit "C" – Amendment Number Two to Employment Agreement dated August 8, 2022

**Amendment Number One to Employment Agreement Between
The City of Lathrop and Stephen Sealy
September 9, 2024**

The original Employment Agreement between the City of Lathrop and Stephen Sealy, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of Interim Police Chief and Police Chief on or about November 13, 2023.

The City Council hereby approves an amendment to Section 3 to provide a 3% merit increase to base salary effective July 6, 2024 and replace the second paragraph to read as follows:

The City Council shall conduct an annual performance evaluation in accordance with the City's Annual Performance Review Process for Council-Appointed Positions. This evaluation shall be completed as a joint effort between Employee and Employer. If desired, an outside facilitator, to be mutually agreed upon by Employer and Employee, and at Employer's sole cost, may be utilized. On an annual basis, Employer may grant merit increases to the base annual salary and provide other benefits to Employee under this Contract at its discretion.

Unless specifically stated above, no other changes to the original agreement are intended by this Amendment.

EMPLOYEE

CITY OF LATHROP

By: _____
Stephen Sealy

By: _____
Sonny Dhaliwal, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

DocuSigned by:


2DFD0876110B4AA
Michael G. Colantuono, Special Counsel

ATTEST:

Teresa Vargas, City Clerk/Government Services Director

Attachments:
Exhibit "A" – Employment Agreement for Stephen Sealy effective November 13, 2023

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Contract") is made and entered into this 13 day of November, 2023, by and between the City of Lathrop, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Stephen Sealy, an individual, hereinafter called "Employee," and is effective as of November 13, 2023 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

Employer hereby employs Employee as the Interim Chief of Police ("Chief of Police") to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Lathrop, and the Ordinances and Resolutions of the City of Lathrop, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. Due to the POST institutional timelines that are unrelated to his qualifications or performance, the "Interim" designation shall be removed, this shall occur no later than March 1, 2024. For purposes of this agreement, the Interim designation does not affect the terms or conditions of this agreement.

SECTION 2. TERM.

- A. The term of this Contract shall initially be for four (4) years, commencing as of the Effective Date, and shall be automatically renewed and extended for additional four (4) year periods at the end of each four year period, unless either party shall provide written notice of non-renewal at least ninety (90) days prior to the end of the period in which notice is given.
- B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign as the Chief of Police or as an employee of the City at any time for any reason.
- C. Employee shall remain in the exclusive employ of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.
- D. The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed during Employee's time off.
- E. Employee's initial date of hire was February 22, 2022, but this Agreement is effective as the Effective Date specified above.

SECTION 3. SALARY.

Employer agrees to pay Employee, commencing with the Effective Date for his Interim Chief of Police duties, the base annual salary of two hundred thirty-six thousand three hundred seventy-nine (\$236,379), and commencing on March 1, 2024, for his Chief of Police duties, the base annual salary of two hundred forty-eight thousand one hundred ninety (\$248,190), payable in installments at the same time and in the same manner as other Employees of the Employer are paid.

On the one (1) year anniversary of the Effective Date, the City Council shall conduct an annual performance evaluation. This evaluation shall be completed as a joint effort between Employee and Employer. If desired, an outside facilitator, to be mutually agreed upon by Employer and Employee, and at Employer's sole cost, may be utilized. On the subsequent anniversaries, Employer may grant merit increases to the base annual salary and provide other benefits to Employee under this Contract at their discretion.

SECTION 4. HOURS OF WORK.

It is recognized that Employee must devote a great deal of time outside normal office hours to business of Employer. To that end, Employee will be granted management leave of one hundred and twenty (120) hours of management leave per calendar year. Management leave is fully credited on January 1st of each year.

SECTION 5. VEHICLE AND CELL PHONE.

Employee shall receive a City unmarked police vehicle for use during the regular course and scope of his duties, and also for anticipated off duty usage, and Employee, at his option, will receive a City-issued cellular phone or a cellular phone allowance. Normal off duty usage of the city vehicle and cell phone by the Chief is anticipated due to the significant amount of time expected from the Chief outside of his normal work hours.

SECTION 6. UNIFORM ALLOWANCE.

Employer will provide Employee with an annual uniform allowance on the same terms as provided to other peace officers for the department.

SECTION 7. TERMINATION.

This Contract shall terminate upon the occurrence of any of the following events:

- A. The death of Employee.
- B. The dissolution or bankruptcy of Employer.
- C. The disability of Employee, as defined herein.

- D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting. Except for non-renewal of contract pursuant to 2A, the Employer however shall not terminate Employee within a "cooling off" period of ninety (90) days either before or after an election for which a City Council Member is elected. Pursuant to Government Code section 3304, subsection (c), the City Council must provide written notice of termination that specifies the reason(s) for termination. It shall be sufficient if the City Council provides as a reason for termination that there has been a change in administration; that there is an incompatibility of management styles; and/or that the termination is for purpose of implementing the goals or policies of the City.
- E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law that substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
- F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless any such reduction is pursuant to a City wide furlough program, such action shall constitute a breach of this Contract and will be regarded as termination.
- G. If the Employee resigns following an offer to accept resignation, by majority of the City Council of Employer, then the Employee may declare a termination as of the date of the requested resignation.
- H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer to be provided. Written notice of a breach of contract shall be provided.
- I. Conviction of Employee of any public offense that is a felony, and/or involves moral turpitude, and /or the punishment for which includes a prohibition of holding public employment.

SECTION 8. CONFIDENTIALITY.

Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee during his service as Chief of Police shall at all times be conducted in closed session of the City Council and shall be considered confidential to the full extent permitted by law. Nothing herein shall prohibit the Employer or the Employee from sharing the content of Employee's evaluation with their respective legal counsel.

SECTION 9. SEVERANCE PAY.

Subject to the requirements of Government Code sections 53260 and 53261, if this Contract is terminated pursuant to Section 7, Paragraph B, D, E, F, G or City breach of Contract, Employer shall pay severance to Employee in the amount up to Nine (9) months' salary.

Instead of nine months of severance pay in accordance with this Section, Employee may elect to treat the non-renewal of the Contract (as described in herein and in Section 2) as a termination that entitles him to three (3) months' severance pay in addition to regular pay during the 90 day notice period of non-renewal referenced in Section 2A.

If this contract is terminated for any reason specified herein, Employee shall be paid for all accrued and unused sick leave, vacation time, paid holidays; and the value of all benefits including employer's contribution to PERS, and Health Insurance allowance. Severance will be paid in one payment within 30 days of termination. Employee agrees to provide the City with a full and complete release and waiver of any claims in exchange for severance pay.

SECTION 10. NOTICE TO RESIGN.

Employee may terminate this Contract by providing written notice to the City at least thirty (30) days prior to the effective date of resignation. The Employer shall have no further obligation to provide payments and benefits to Employee for his service as Chief of Police after the effective date of the resignation except for all accrued and unused management leave, sick leave and vacation time. The City requests that Employee provide six (6) to twelve (12) months advance notice in the event that he determines to retire from service.

SECTION 11. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, commencing with section 810.

SECTION 12. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 13. DISABILITY, ADJUSTMENTS, HEALTH AND LIFE INSURANCE, COST-OF-LIVING, VACATION AND SICK LEAVE.

Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other unrepresented employees of the Employer. An annual cost of living increase adjustment shall be applied to the base annual salary going forward to Employee as established for all other non-represented employees. Employee will accrue vacation and sick leave at a rate as outlined in the City's Administrative Policies Manual based on his initial hire date. Additionally, Employee may cash out up to forty (40) hours of sick leave annually, in addition to cashing out forty (40)

hours of accrued vacation hours per year, pursuant to Personnel Rule & Regulation Rule 7.2(D).

Employer will contribute \$2,429 per month, in the 2023 calendar year, commencing with the Effective Date and \$2,525 in calendar year 2024, towards Employee's health, dental, and vision insurance benefits, and any such increase to benefits provided to other management employees. Additionally, Employer will continue to provide \$5,000 annually towards deferred compensation.

SECTION 14. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer.

SECTION 15. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Mayor, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA
- (2) Employee: At his address as reflected in his personnel records of the City.

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

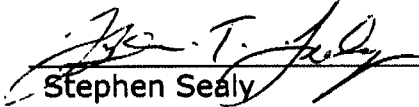
SECTION 16. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire Contract between the parties.
- B. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Lathrop has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

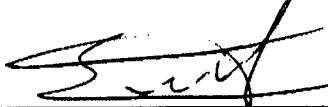
SECTION 17. SIGNATURES.

EMPLOYEE



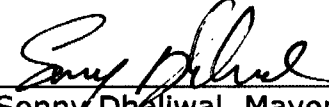
Stephen Sealy
Date: November 13, 2023

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP



Sonny Dhaliwal, Mayor
Date: November 13, 2023

ATTEST:



Teresa Vargas, City Clerk

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Quarterly Treasurer Report

June 2024

This report presents a detailed discussion of the City’s fund balances and investment portfolio as of June 30, 2024. It includes all investments managed by the City on its own behalf as well as the City’s Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of June 30, 2024, the investment portfolio was in compliance with all state laws and the City’s Investment Policy.

Current Portfolio Summary

As directed by the Investment Policy adopted by City Council, City staff strives to attain three primary goals with the City’s investments as follows (in order of priority):

1. Safety – Preservation of the principal of invested funds
2. Liquidity – Ability to liquidate one or more of the City’s investments if unexpected expenditures arise
3. Return – Attainment of a market rate of return

The majority of the portfolio is invested in the Local Agency Investment Fund (LAIF), which is administered by the California State Treasurer’s office. LAIF provides the City with an investment vehicle with yields that are slightly greater than U.S. Treasuries (T-bills) with a 2-year maturity or less. LAIF is a high quality investment in terms of safety, liquidity, and yield. Additionally, LAIF is an “On Demand” account; meaning funds may be withdrawn upon with 1 day notice, representing maximum liquidity.

In addition to LAIF, the City holds investments in Money Market Mutual Funds, Nonnegotiable Certificates of Deposit, and State and Local Government Securities (SLGS). These investments are prudent investment choices and are included in the City’s Investment Policy as allowable investments.

Each investment mentioned above has a specific maturity date. However, much of the portfolio is On Demand. The short weighted average maturity provides the City with a great deal of liquidity during this period of heightened economic uncertainty and period of moderate investment yields. This liquidity places the City in a position to invest in longer term maturity investments once interest rates begin to stabilize toward their historical norms; overall macroeconomic indicators signal solid and consistent growth in future years.

The following table (Table: 1) provides a summary of the City’s cash and investments, by holding party, based on recorded value as of June 30, 2024 compared with the prior quarter:

Table 1				
Holding Party	March 31, 2024		June 30, 2024	
	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/Cash held by the City	\$185,425,201	59%	\$206,934,462	61%
Investments held by Trustees	129,784,229	41%	132,105,358	39%
TOTAL	\$315,209,430	100%	\$339,039,820	100%

(1) Small variances are due to the summation and rounding of multiple figures to the nearest whole dollar

Please see the following pages (Tables: 2 through 5) for a more detailed analysis of transactional additions and reductions due to cash flow needs, debt service payments, and maturities/rollovers of certain investments.

Revenues arrived during the quarter, per City staff expectations, are as follows: utility payments, property tax, franchise fees, sales tax (including Measure C), developer billing fees, grant reimbursements, building permit fees, plan check fees, and Transient Occupancy Tax (TOT).


Significant payables paid out during the quarter include:

- I. Nonrecurring Expenditure Debt Service Payments, Capital Improvement Projects – General Government, Parks, Streets, Water, and Wastewater
- II. Recurring Expenditures
 - a. Contractual – Park & Street Landscaping, and Wastewater Treatment Services
 - b. Intergovernmental payments – South San Joaquin Irrigation District (Surface Water Contract), Lathrop Manteca Fire District, City of Manteca (Wastewater Contract)

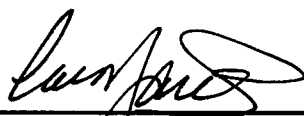
Quarterly Economic Update

According to the latest projections from PFM Asset Management; The second quarter of 2024 was characterized by moderating economic growth, inflation resuming its slowing trend as it inches closer to the Fed’s 2% target, signs of consumer activity beginning to taper, and a labor market that continues to come into better balance. As expected, the Fed kept the overnight rate at its current target range of 5.25% to 5.50% at its June 12 meeting, marking the seventh consecutive meeting since July 2023 keeping rates at this level. Furthermore, the Fed’s updated “dot plot” showed just one rate cut in 2024, a notable drop from the March projections of three cuts. This more closely aligned with market expectations, which generally assumed one or two cuts in the back half of this year. U.S. inflation readings continued to make subtle progress toward the Fed’s 2% target through most of Q2. The Fed’s preferred measure of inflation, the Personal Consumption Expenditures Index (PCE), tracked lower in May after the April and March readings showed no change. The U.S. labor market continued to soften as the pace of job growth slowed in Q2. The unemployment rate hit 4.1% in June, ending a 28-month streak of unemployment at or below 4.0%. Overall, the labor market is expected to remain supportive of personal consumption as wage growth continues to outpace inflation. However, some signs of cooling in the labor market, including increasing jobless claims, underscore the moderation in economic expectations over the near-term.

I certify that all of the investments reported herein are in accordance with the "City of Lathrop Investment Policy" adopted on November 13, 2023, with the Government Code, and other contractual agreements. I further certify the investments reported herein provide for the ability of the City to meet cash flow needs for the next six months.



 Stephen J. Salvatore
 City Manager



 Cari James
 Director of Finance

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of June 30, 2024

City Held Investments				
	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 74,871,002	4.480%	26.98%	\$ 74,871,002
Wells Fargo Money Market Mutual Funds	\$ 3,132,154	5.160%	1.13%	\$ 3,132,154
California Asset Management Program	\$ 67,386,624	5.430%	24.28%	\$ 67,386,624
Total Investments Held by the City (1)	\$ 145,389,779	4.935%	52.39%	\$ 145,389,779
Trustee Held Investments				
	Recorded Value	Current Yield	Percent of Portfolio	Market Value
US Bank	\$ 3,525,243	4.430%	1.27%	\$ 3,525,243
UMB Bank	\$ 1,356,484	4.430%	0.49%	\$ 1,356,484
Union Bank	\$ -	0.000%	0.00%	\$ -
SJ County Pooled Funds	\$ 221,844	0.260%	0.08%	\$ 221,844
PFM Asset Management + Year End FMV	\$ 126,499,182	4.820%	45.59%	\$ 126,499,182
PNC Bank	\$ 502,604	4.700%	0.18%	\$ 502,604
Total Investments Held by Trustees (2)	\$ 132,105,358	4.797%	47.61%	\$ 132,105,358
Total City & Trustee Held Investments & Cash				
	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 277,495,137	4.870%	100.00%	\$ 277,495,137
Cash in Checking Accounts - Recorded Value	\$ 61,544,684			
Total Cash and Investments	\$ 339,039,821			

One month benchmark for U.S. Treasuries: 5.46%
Three month benchmark for U.S. Treasuries: 5.51%

Notes:

(1) See Table: 4 for detailed investments held by the City.

(2) See Table: 5 for detailed investments held by Trustees.

TABLE: 3
CITY OF LATHROP
Investments Cash Flow Analysis
As of June 30, 2024

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 74,871,002	-	-	\$ 74,871,002
Wells Fargo Money Market Mutual Funds (2)	\$ 3,118,485	13,669	-	\$ 3,132,154
California Asset Management Program	\$ 67,088,009	298,614	-	\$ 67,386,624
Total Investments Held by the City	\$ 145,077,496	312,283	-	\$ 145,389,779
Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
PNC Bank	\$ 500,612	1,993	-	\$ 502,604
SJ County Pooled Funds	\$ 221,844	-	-	\$ 221,844
UMB Bank	\$ 1,351,611	4,874	-	\$ 1,356,484
US Bank (3)	\$ 3,215,394	309,849	-	\$ 3,525,243
PFM Asset Management +Year End FMV	\$ 123,494,544	11,297,478	(8,292,840)	\$ 126,499,182
Total Investments Held by Trustees	\$ 128,784,004	\$ 11,614,194	\$ (8,292,840)	\$ 132,105,358
Total Cash in Checking Accounts Held by the City (2)	\$ 56,628,272	13,716,623	(8,800,211)	\$ 61,544,684
Total Cash and Investments Held by the City and Trustees	\$ 330,489,771	\$ 25,643,100	\$ (17,093,051)	\$ 339,039,820

Notes:

- (1) LAIF interest income is paid quarterly (Mar/Jun/Sept/Dec) and received in the following month (Apr/Jul/Oct/Jan).
- (2) Property Tax, Sales Tax, Building permit revenue, TOT, Developer payments, and Utility payments; nonrecurring expenses paid during the month: General government, Parks, Streets, Wastewater, and Water CIPs; also, recurring expenses: Park & street landscape maintenance, and water treatment services; lastly, intergovernmental payments and transfers: SSJID SCSWSP O & M expenses.
- (3) Interest earnings from BlackRock Liquidity Funds T-Funds 30 Day Yield 4.430%, debt service payments.

TABLE: 4
CITY OF LATHROP
Investments Held by City - Detail
As of June 30, 2024

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	4.480%	Varies	On Demand	74,871,002	74,871,002
						<u>\$ 74,871,002</u>	<u>\$ 74,871,002</u>
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	5.160%	Varies	On Demand	3,132,154	3,132,154
						<u>\$ 3,132,154</u>	<u>\$ 3,132,154</u>
California Asset Management Program							
	Liquidity Account No. 6084-001	N/A	5.430%	Varies	On Demand	67,386,624	67,386,624
						<u>\$ 67,386,624</u>	<u>\$ 67,386,624</u>
TOTAL INVESTMENTS HELD BY CITY						\$ 145,389,779	\$ 145,389,779

TABLE 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by US Bank							
<i>03-1 Series 2015 - Mossdale Village Assessment District</i>							
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund	6712138601		4.430%	10/18/05	On Demand	\$ 5,885	\$ 5,885
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund	6712138602		4.430%	10/18/05	On Demand	\$ 243,346	\$ 243,346
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Prepayment Fund	6712138604		4.430%	10/18/05	On Demand	\$ 675	\$ 675
<i>LTHR FIN AUTH REVENUE BONDS 2023 SERIES A</i>							
Money Market - Revenue Account	278276000		4.430%	7/1/23	On Demand	\$ 12,338	\$ 12,338
Money Market - Special Tax Fund	278276003		4.430%	7/2/23	On Demand	\$ 833	\$ 833
Money Market - CFD Reserve Account	278276004		4.430%	7/1/23	On Demand	\$ 209,258	\$ 209,258
Money Market - READ Reserve Account	278276006		4.430%	7/1/23	On Demand	\$ 600,154	\$ 600,154
Money Market - Acquired Obligations Fund	278276008		4.430%	7/2/23	On Demand	\$ 34	\$ 34
<i>2003-2A Lathrop CFD</i>							
Money Market- Interest Account	6711720001		4.430%	12/12/03	On Demand	\$ 13,346	\$ 13,346
Money Market-Reserve Account	6711712200		4.430%	12/12/03	On Demand	\$ -	\$ -
LAIF - Interest Account	6711720002		4.480%	03/19/03	On Demand	\$ 703,254	\$ 703,254
<i>CDPH/CDWR - SRF Loan</i>							
Agreement Account	6711908800		4.430%	12/22/10	On Demand	\$ 299,494	\$ 299,494
Agreement Account - Reserve Fund	6711908801		4.430%	12/22/10	On Demand	\$ 629,432	\$ 629,432
2015 Crossroads Series B							
2015 Crossroads Series B - LOIB RDP	6712138801		4.430%	09/01/15	On Demand	\$ 126	\$ 126
2015 Crossroads Series B - LOIB Reserve	6712138803		4.430%	09/01/15	On Demand	\$ 806,637	\$ 806,637
2015 Crossroads Series B - Cost of Issuance	6712138804		4.430%	09/01/15	On Demand	\$ -	\$ -
2015 Crossroads Series B - Improvements	6712138805		4.430%	09/01/15	On Demand	\$ 431	\$ 431
2015 Crossroads Series B - COI Custodian Agreement	6712198801		4.430%	09/01/15	On Demand	\$ -	\$ -
Total Investments Held by Trustee - US Bank						\$ 3,525,243	\$ 3,525,243
Investments Held by PNC Bank by Account							
<i>2012 Water Loan (Refunding of 2000 Water Cops)</i>							
Certificate of Deposit - Reserve Fund			0.090%	5/22/19		\$ 502,604	\$ 502,604
Total Investments Held by Trustee -Pacific Premier Bank						\$ 502,604	\$ 502,604

TABLE 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
2018-1 Central Lathrop CFD							
Improvement Area 1 - Admin Expense Reserve Fund	149232.1		4.430%	02/01/19	On Demand	\$ 43,321	\$ 43,321
Other Improvement Areas - Admin Expense Reserve Fund	149232.2		4.430%	02/01/19	On Demand	\$ 175,984	\$ 175,984
Improvement Area 1 - Principal Account	149232.3		4.430%	02/01/19	On Demand	\$ 35,420	\$ 35,420
Improvement Area 1 - Redemption Account	149232.4		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Interest Account	149232.5		4.430%	02/01/19	On Demand	\$ 45	\$ 45
Improvement Area 1 - Admin Expense Account	149232.6		4.430%	02/01/19	On Demand	\$ 12,296	\$ 12,296
Improvement Area 1 - Reserve Fund	149232.7		4.430%	02/01/19	On Demand	\$ 232,207	\$ 232,207
Improvement Area 1 - Surplus Fund	149232.8		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Principal Account	149265.1		4.430%	02/01/19	On Demand	\$ 22,770	\$ 22,770
Improvement Area 2 - Redemption Account	149265.2		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Interest Account	149265.3		4.430%	02/01/19	On Demand	\$ 28	\$ 28
Improvement Area 2 - Admin Expense Account	149265.4		4.430%	02/01/19	On Demand	\$ 14,101	\$ 14,101
Improvement Area 2 - Reserve Fund	149265.5		4.430%	02/01/19	On Demand	\$ 174,112	\$ 174,112
Improvement Area 2 - Surplus Fund	149265.6		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Principal Account	149267.1		4.430%	02/01/19	On Demand	\$ 43,010	\$ 43,010
Improvement Area 3 - Redemption Account	149267.2		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Interest Account	149267.3		4.430%	02/01/19	On Demand	\$ 56	\$ 56
Improvement Area 3 - Admin Expense Account	149267.5		4.430%	02/01/19	On Demand	\$ 12,419	\$ 12,419
Improvement Area 3 - Reserve Fund	149267.6		4.430%	02/01/19	On Demand	\$ 385,303	\$ 385,303
Improvement Area 3 - Surplus Fund	149267.7		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Principal Account	149268.1		4.430%	02/01/19	On Demand	\$ 15,000	\$ 15,000
Improvement Area 4 - Redemption Account	149268.2		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Interest Account	149268.3		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Admin Expense Account	149268.4		4.430%	02/01/19	On Demand	\$ 14,233	\$ 14,233
Improvement Area 4 - Reserve Fund	149268.5		4.430%	02/01/19	On Demand	\$ 96,646	\$ 96,646
Improvement Area 4 - Surplus Fund	149268.6		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Principal Account	149269.1		4.430%	02/01/19	On Demand	\$ 10,101	\$ 10,101
Improvement Area 5 - Redemption Account	149269.2		4.430%	02/01/19	On Demand	\$ 19	\$ 19
Improvement Area 5 - Interest Account	149269.3		4.430%	02/01/19	On Demand	\$ 14	\$ 14
Improvement Area 5 - Admin Expense Account	149269.4		4.430%	02/01/19	On Demand	\$ 11,522	\$ 11,522

TABLE 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Improvement Area 5 - Reserve Fund	149269.5		4.430%	02/01/19	On Demand	\$ 57,877	\$ 57,877
Improvement Area 5 - Surplus Fund	149269.6		4.430%	02/01/19	On Demand	\$ -	\$ -
2018-2 Central Lathrop CFD							
Special Tax Fund	149261.1		4.430%	02/01/19	On Demand	\$ -	\$ -
Surplus Fund	149261.2		4.430%	02/01/19	On Demand	\$ -	\$ -
Total Investments Held by Trustee - UMB Bank						\$ 1,356,484	\$ 1,356,484
Investments Held by San Joaquin County by Account							
<i>Sanitary Sewer Assessment District #1</i>							
Pooled Funds - Redemption Account	SI CO FUND # 57961		0.260%	10/1/87	On Demand	\$ 221,844	\$ 221,844
Total Investments Held by Trustee - San Joaquin County						\$ 221,844	\$ 221,844
Investments Held by PFM Asset Management by Account							
<i>PFM Asset Management</i>							
Money Market Fund	20260109	PFM Funds - Govt Select		AAAm		\$ 509,565	\$ 509,565
US Treasury Bond / Note							
US Treasury Notes		91282CHL8	4.625%	06/30/23	06/30/25	\$ 9,951,562	\$ 9,951,562
US Treasury Notes		91282CEY3	3.000%	07/15/22	07/15/25	\$ 660,762	\$ 660,762
US Treasury Notes		91282CEY3	3.000%	07/15/22	07/15/25	\$ 709,707	\$ 709,707
US Treasury Notes		91282CEY3	3.000%	07/15/22	07/15/25	\$ 1,810,976	\$ 1,810,976
US Treasury Notes		91282CFE6	3.125%	08/15/22	08/15/25	\$ 48,945	\$ 48,945
US Treasury Notes		91282CFE6	3.125%	08/15/22	08/15/25	\$ 709,707	\$ 709,707
US Treasury Notes		91282CFK2	3.500%	09/15/22	09/15/25	\$ 785,500	\$ 785,500
US Treasury Notes		91282CFK2	3.500%	09/15/22	09/15/25	\$ 1,055,516	\$ 1,055,516
US Treasury Notes		91282CIB8	5.000%	09/30/23	09/30/25	\$ 5,297,515	\$ 5,297,515
US Treasury Notes		91282CFP1	4.250%	10/15/22	10/15/25	\$ 718,090	\$ 718,090
US Treasury Notes		91282CFP1	4.250%	10/15/22	10/15/25	\$ 1,039,992	\$ 1,039,992
US Treasury Notes		91282CFW6	4.500%	11/15/22	11/15/25	\$ 745,313	\$ 745,313
US Treasury Notes		91282CFW6	4.500%	11/15/22	11/15/25	\$ 1,391,250	\$ 1,391,250
US Treasury Notes		91282CGA3	4.000%	12/15/22	12/15/25	\$ 987,031	\$ 987,031
US Treasury Notes		91282CGA3	4.000%	12/15/22	12/15/25	\$ 2,467,578	\$ 2,467,578
US Treasury Notes		91282CJ51	4.250%	12/31/23	12/31/25	\$ 11,388,594	\$ 11,388,594
US Treasury Notes		91282CGE5	3.875%	01/15/23	01/15/26	\$ 689,500	\$ 689,500
US Treasury Notes		91282CGE5	3.875%	01/15/23	01/15/26	\$ 763,375	\$ 763,375
US Treasury Notes		91282CGE5	3.875%	01/15/23	01/15/26	\$ 788,000	\$ 788,000
US Treasury Notes		91282CGL9	4.000%	02/15/23	02/15/26	\$ 937,086	\$ 937,086
US Treasury Notes		91282CGL9	4.000%	02/15/23	02/15/26	\$ 986,406	\$ 986,406
US Treasury Notes		91282CGL9	4.000%	02/15/23	02/15/26	\$ 1,430,289	\$ 1,430,289
US Treasury Notes		9128286F2	2.500%	02/28/19	02/28/26	\$ 2,165,625	\$ 2,165,625
US Treasury Notes		91282CGR6	4.625%	03/15/23	03/15/26	\$ 5,231,953	\$ 5,231,953
US Treasury Notes		91282CKH3	4.500%	03/31/24	03/31/26	\$ 1,243,359	\$ 1,243,359

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
US Treasury Notes		91282CGV7	3.750%	04/15/23	04/15/26	\$ 73,652	\$ 73,652
US Treasury Notes		91282CKK6	4.875%	04/30/24	04/30/26	\$ 1,251,953	\$ 1,251,953
US Treasury Notes		91282CHB0	3.625%	05/15/23	05/15/26	\$ 1,322,367	\$ 1,322,367
US Treasury Notes		91282CKS9	4.875%	05/31/24	05/31/26	\$ 2,605,281	\$ 2,605,281
US Treasury Notes		91282CHH7	4.125%	06/15/23	06/15/26	\$ 568,352	\$ 568,352
US Treasury Notes		91282CHH7	4.125%	06/15/23	06/15/26	\$ 6,721,375	\$ 6,721,375
US Treasury Notes		91282CHM6	4.500%	07/15/23	07/15/26	\$ 1,841,906	\$ 1,841,906
US Treasury Notes		91282CHU8	4.375%	08/15/23	08/15/26	\$ 620,898	\$ 620,898
US Treasury Notes		91282CHU8	4.375%	08/15/23	08/15/26	\$ 2,930,641	\$ 2,930,641
US Treasury Notes		91282CHY0	4.625%	09/15/23	09/15/26	\$ 2,297,484	\$ 2,297,484
US Treasury Notes		91282CJC6	4.625%	10/15/23	10/15/26	\$ 2,497,656	\$ 2,497,656
US Treasury Notes		91282CJK8	4.625%	11/15/23	11/15/26	\$ 799,750	\$ 799,750
US Treasury Notes		91282CJK8	4.625%	11/15/23	11/15/26	\$ 1,999,375	\$ 1,999,375
US Treasury Notes		91282CJP7	4.375%	12/15/23	12/15/26	\$ 7,930,141	\$ 7,930,141
US Treasury Notes		91282CJT9	4.000%	01/15/24	01/15/27	\$ 4,089,696	\$ 4,089,696
US Treasury Notes		91282CKA8	4.125%	02/15/24	02/15/27	\$ 6,574,149	\$ 6,574,149
US Treasury Notes		91282CKE0	4.250%	03/15/24	03/15/27	\$ 4,265,734	\$ 4,265,734
US Treasury Notes		91282CKI9	4.500%	04/15/24	04/15/27	\$ 1,248,242	\$ 1,248,242
US Treasury Notes		91282CKR1	4.500%	05/15/24	05/15/27	\$ 399,500	\$ 399,500
US Treasury Notes		91282CKR1	4.500%	05/15/24	05/15/27	\$ 1,348,313	\$ 1,348,313
US Treasury Notes		91282CKR1	4.500%	05/15/24	05/15/27	\$ 5,692,875	\$ 5,692,875
US Treasury Subtotal:						\$ 111,082,972	\$ 111,082,972

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of June 30, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Supra-national Agency Bond / Note							
Intl BK Recon & Develop Notes		459058LE1	4.750%	04/10/24	04/10/26	\$ 1,746,756	\$ 1,746,756
Intl Finance Corp Notes		45950KDF4	4.375%	12/06/23	01/15/27	\$ 551,167	\$ 551,167
Inter-American Devel BK Corporate Notes		4581XOEM6	4.375%	12/12/23	02/01/27	\$ 1,389,812	\$ 1,389,812
Supra-National Agency Subtotal						\$ 3,687,735	\$ 3,687,735
Federal Agency Bond/Note							
Federal Home Loan Banks Notes (Callable)		3130AMVD1	0.420%	06/17/21	09/17/24	\$ 742,092	\$ 742,092
Federal Home Loan Banks Notes		3130AWER7	4.625%	0/9/23	06/06/25	\$ 885,356	\$ 885,356
Fannie Mae Notes (Callable)		3134GXM35	3.600%	08/05/22	08/01/25	\$ 712,987	\$ 712,987
Federal Home Loan Banks Notes (Callable)		3130AN3T5	1.000%	03/23/21	03/23/26	\$ 704,968	\$ 704,968
Federal Home Loan Banks Notes (Callable)		3130ALGJ7	1.100%	07/30/21	03/23/26	\$ 1,458,358	\$ 1,458,358
Federal Home Loan Banks Notes (Callable)		3130ANCD0	1.110%	07/30/21	07/27/26	\$ 1,468,273	\$ 1,468,273
FFCB Bonds		3133EPSW6	4.500%	08/14/23	08/14/26	\$ 1,443,688	\$ 1,443,688
Fannie Mae Notes (Callable)		3135G06L2	0.875%	12/18/20	12/18/26	\$ 751,350	\$ 751,350
Fannie Mae Notes (Callable)		3135GAS28	5.420%	04/30/24	04/23/27	\$ 1,251,353	\$ 1,251,353
Federal Agency Subtotal:						\$ 9,418,424	\$ 9,418,424
Interest						\$ 1,800,488	\$ 1,800,488
Total Accrued Interest + Year End FMV						\$ 1,800,488	\$ 1,800,488
Total Investments Held by Trustee -PFM Asset Management						\$ 126,499,182	\$ 126,499,182
Total Investments Held by Trustees						\$ 132,105,358	\$ 132,105,358

ITEM 4.9

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: TABLE SPONSORSHIP AT THE 22ND ANNUAL MEMORIAL DINNER & FUNDRAISER TO COMMEMORATE SEPTEMBER 11, 2001

RECOMMENDATION: Ratify City Participation and Table Sponsorship at the 22nd Annual Memorial Dinner & Fundraiser by Jass Sangha and Lake Front Resort to Commemorate September 11, 2001 That Was Held on September 8, 2024 in Tracy, California

BACKGROUND:

An annual memorial dinner to commemorate the events of September 11, 2001 and honor the first responders that lost their lives during that tragedy is held each year by Jass Sangha and Lake Front Resort in Tracy, California. This year's fundraiser, scheduled for September 8, 2024, aims to raise funds for the Tracy Firefighter's Association and the Tracy Police Officer's Association.

The Lathrop Police Department and the City of Lathrop is committed to showing our support to our first responder community and deepening the relationships between other agencies in San Joaquin County that the City of Lathrop collaborates and partners with. The table sponsorship highlights the importance of mutual support within the first responder community and can lead to enhanced cooperation, dedication, and trust among the different agencies. Staff reserved a table sponsorship that includes eight (8) dinner tickets with City Councilmembers, the Lathrop Police Chief, the Lathrop-Manteca Fire District Fire Chief having first opportunity to fill up the eight seats, and with Lathrop Police Command staff to fill any remaining table vacancy.

Staff recommends that the City Council ratify the table sponsorship at the 22nd Annual Memorial Dinner & Fundraiser to commemorate September 11, 2001 that was held on September 8, 2024 in Tracy, California. There are sufficient funds in the Lathrop Police Department's adopted FY 24-25 budget to cover the cost of the table sponsorship.

REASON FOR RECOMMENDATION:

The annual memorial dinner and fundraiser is held to commemorate the events of September 11, 2001 and honor the first responders that lost their lives. The proceeds of the fundraiser will go to first responder organizations that the City of Lathrop collaborates and partners with. This sponsorship highlights the importance of mutual support within the first responder community and can lead to enhanced cooperation, dedication, and trust among the different agencies.

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

TABLE SPONSORSHIP AT THE 22ND ANNUAL MEMORIAL DINNER & FUNDRAISER TO COMMEMORATE SEPTEMBER 11, 2001

FISCAL IMPACT:

The cost to sponsor a table at the 22nd Annual Memorial Dinner & Fundraiser is \$1,000. There are sufficient funds in the Lathrop Police Department's adopted FY 24-25 budget to cover the cost of the table sponsorship.

ATTACHMENTS:

- A. Resolution Ratifying City Participation and Table Sponsorship at the 22nd Annual Memorial Dinner and Fundraiser by Jass Sangha and Lake Front Resort to Commemorate September 11, 2001

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
TABLE SPONSORSHIP AT THE 22ND ANNUAL MEMORIAL DINNER &
FUNDRAISER TO COMMEMORATE SEPTEMBER 11, 2001

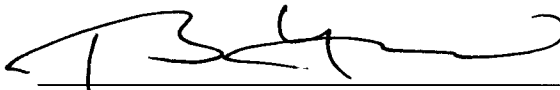
APPROVALS:



Stephen Sealy
Chief of Police

9/4/2024

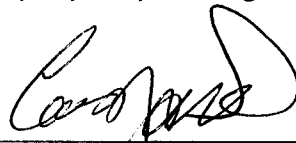
Date



Thomas Hedegard
Deputy City Manager

9/4/2024

Date



Cari James
Finance Director

9/4/2024


Date



Salvador Navarrete
City Attorney

9-4-2024

Date



Stephen J. Salvatore
City Manager

9/4/2024

Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY PARTICIPATION AND TABLE SPONSORSHIP AT THE 22ND ANNUAL MEMORIAL DINNER & FUNDRAISER BY JASS SANGHA AND LAKE FRONT RESORT TO COMMEMORATE SEPTEMBER 11, 2001 THAT WAS HELD ON SEPTEMBER 8, 2024 IN TRACY, CALIFORNIA

WHEREAS, an annual memorial dinner to commemorate the events of September 11, 2001 and honor the first responders that lost their lives during that tragedy is held each year by Jass Sangha and Lake Front Resort in Tracy, California; and

WHEREAS, this year's fundraiser, scheduled for September 8, 2024, aims to raise funds for the Tracy Firefighter's Association and the Tracy Police Officer's Association; and

WHEREAS, the Lathrop Police Department and the City of Lathrop is committed to showing our support to our first responder community and deepening the relationships between other agencies in San Joaquin County that the City of Lathrop collaborates and partners with; and

WHEREAS, table sponsorship highlights the importance of mutual support within the first responder community and can lead to enhanced cooperation, dedication, and trust among the different agencies; and

WHEREAS, staff reserved a table sponsorship that includes eight (8) dinner tickets with City Councilmembers, the Lathrop Police Chief, the Lathrop-Manteca Fire District Fire Chief having first opportunity to fill up the eight seats, and with Lathrop Police Command staff to fill any remaining table vacancy; and

WHEREAS, there are sufficient funds in the Lathrop Police Department's adopted FY 24-25 budget to cover the cost of the table sponsorship.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby ratify the City participation and table sponsorship at the 22nd Annual Memorial Dinner & Fundraiser by Jass Sangha and Lake Front Resort to Commemorate September 11, 2001 that was held on September 8, 2024 in Tracy, California.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

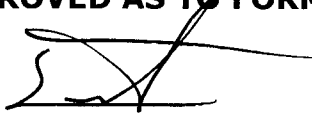
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM 4.10

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF OUT-OF-STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF TO DROP-OFF AND PICK-UP THE SWAT VEHICLE FOR UPFITTING

RECOMMENDATION: Adopt Resolution Approving Out-of-State Travel for two (2) Lathrop Police Department Staff to Drop-Off and Pick-Up the Lathrop Police Department's SWAT Vehicle for Upfitting in Reno, Nevada

SUMMARY:

On September 13, 2022, the Lathrop Police Department became a part of the Manteca, Ripon, and Lathrop Special Weapons and Tactics (SWAT) Regional Team. The Lathrop Police Department (LPD) purchased a 2023 Sprinter Cargo Van for LPD SWAT team to use. Staff consulted with various upfitting companies and local law enforcement agencies to upfit the Sprinter van as a SWAT vehicle. Craft Autoworks, LLC. was selected as our SWAT van upfitter.

Craft Autoworks, LLC. is located in Reno, Nevada. As per City Policy, Council approval is required for all out-of-state travel. There is no additional cost to approve out-of-state travel for two (2) LPD staff to drop-off and pick-up the SWAT vehicle for upfitting, as their salaries are already included in the FY 24-25 budget. The transport will be conducted during normal work hours, with no overtime accrued. Staff requests approval for two (2) LPD staff members to travel to Reno, Nevada, for the drop-off and pick-up of the SWAT vehicle.

BACKGROUND:

On September 13, 2022, LPD became a part of the Manteca, Ripon, and Lathrop Special Weapons and Tactics (SWAT) Regional Team. Each agency is responsible for their own SWAT team's transportation to respond to critical incident calls within the region. It was identified that a Sprinter Van was the best choice to transport the Lathrop SWAT team and their equipment to these critical incident calls. A 2023 Sprinter Cargo Van was purchased for LPD SWAT team to use, and staff consulted with various upfitting companies and other local law enforcement agencies to upfit the Sprinter into a SWAT vehicle. After receiving all the designs and quotes, Craft Autoworks, LLC. was selected as the SWAT van upfitter.

Craft Autoworks, LLC. recommends that a member of the SWAT team be present for the initial walkthrough prior to starting the van build and be present for the final walkthrough during pick-up. This will help ensure that everything is working properly and allow our SWAT officers to learn how the equipment in the vehicle operates.

APPROVAL OF OUT-OF-STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF TO DROP-OFF AND PICK-UP THE SWAT VEHICLE FOR UPFITTING

The drop-off and pick-up date will be coordinated with Craft Autoworks when the equipment for the build has been received. The equipment is estimated to arrive in mid-September 2024 and the vendor has provided a five week build time for completion.

REASON FOR RECOMMENDATION:

Craft Autoworks, LLC. recommends that a member of the SWAT team be present for the initial walkthrough prior to starting the van build and be present for the final walkthrough during pick-up. This will help to ensure that everything is working properly and for our SWAT officers to learn how everything works in the vehicle. Craft Autoworks, LLC. is located in Reno, Nevada, and City Policy requires Council approval for all out-of-state travel.

FISCAL IMPACT:


There is no additional cost to approve out-of-state travel for two (2) LPD staff to drop-off and pick-up the SWAT vehicle for upfitting, as their salaries are already included in the FY 24-25 budget. The transport will be conducted during normal work hours, with no overtime accrued.

ATTACHMENTS:

- A. Resolution Approving Out of State Travel for Two (2) Lathrop Police Department Staff to Drop Off and Pick-Up the Lathrop Police Department's SWAT Vehicle for Upfitting in Reno, Nevada


CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
APPROVAL OF OUT-OF-STATE TRAVEL FOR TWO (2) LATHROP POLICE
DEPARTMENT STAFF TO DROP-OFF AND PICK-UP THE SWAT VEHICLE FOR
UPFITTING

APPROVALS:



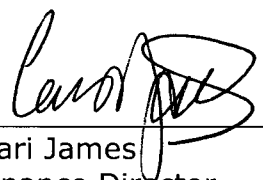
Stephen Sealy
Chief of Police

8/26/2024
Date



Thomas Hedegard
Deputy City Manager

8/27/24
Date



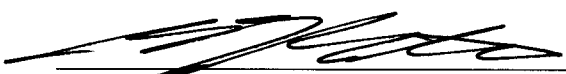
Cari James
Finance Director

8/27/2024
Date



Salvador Navarrete
City Attorney

8-26-2024
Date



Stephen J. Salvatore
City Manager

8-30-24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING OUT-OF-STATE TRAVEL FOR TWO (2) LATHROP POLICE DEPARTMENT STAFF TO DROP-OFF AND PICK-UP THE LATHROP POLICE DEPARTMENT'S SWAT VEHICLE FOR UPFITTING IN RENO, NEVADA

WHEREAS, on September 13, 2022, the Lathrop Police Department became a part of the Manteca, Ripon, and Lathrop Special Weapons and Tactics (SWAT) Regional Team; and

WHEREAS, each agency is responsible for their own SWAT team's transportation to respond to critical incident calls within the region; and

WHEREAS, it was identified that a Sprinter Van was the best choice to transport the Lathrop SWAT team and their equipment to these critical incident calls; and

WHEREAS, a 2023 Sprinter Cargo Van was purchased for LPD SWAT team to use, and staff consulted with various upfitting companies and other local law enforcement agencies to upfit the Sprinter into a SWAT vehicle; and

WHEREAS, Craft Autoworks, LLC. was selected as the SWAT van upfitter; and

WHEREAS, Craft Autoworks, LLC. is located in Reno, Nevada; and

WHEREAS, per City Policy, Council approval is required for all out-of-state travel; and

WHEREAS, there is no additional cost to approve out-of-state travel for two (2) LPD staff to drop-off and pick-up the SWAT vehicle for upfitting, as their salaries are already included in the FY 24-25 budget; and

WHEREAS, the transport will be conducted during normal work hours, with no overtime accrued.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the out-of-state travel for two (2) Lathrop Police Department staff to drop-off and pick-up the Lathrop Police Department's SWAT vehicle for upfitting in Reno, Nevada.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM 4.11

**CITY MANAGER’S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: RATIFY PURCHASE OF NINE (9) VEHICLES FROM PHIL LONG FORD OF DENVER, LLC., FOR THE POLICE DEPARTMENT

RECOMMENDATION: Adopt a Resolution Ratifying the Purchase of Nine (9) Vehicles from Phil Long Ford of Denver, LLC., for the Police Department

SUMMARY:

The Parks and Recreation Department is responsible for purchasing and maintaining City fleet vehicles and equipment for the purpose of operating facilities, construction of infrastructure, and public safety. Due to the growth of the City and necessary replacement of vehicles that have met their safe life span, new fleet vehicles are needed for staff to continue to efficiently perform Citywide services. Staff is requesting Council approval of the purchase of Nine (9) vehicles.

Pursuant to the Lathrop Municipal Code (LMC) section 2.36.050, staff attempted to secure Police Department vehicle quotes from both local and in-State dealerships; however, no local dealers had Police vehicles available on hand. Currently, wait times for Police vehicles are 9 to 18 months. Staff also communicated directly with the Ford Motor Company who confirmed that only one (1) dealership on the West Coast, Bud Clary Ford of Longview Washington, had the desired vehicles in stock. Although staff immediately contacted Bud Clary Ford, the vehicles were already under contract with other government agencies. After looking nationwide, staff were only able to find Police vehicles available for purchase from Phil Long Ford of Denver, LLC., in Denver, Colorado. After reviewing the price of these available Police vehicles from Phil Long Ford of Denver, the price aligned with the current market cost even with the additional cost for transportation. Phil Long Ford of Denver, LLC. provided a quote of \$482,259 for Nine (9) Police vehicles.

Vehicle Description	Vehicle Cost
Eight (8) 2024 Ford Explorer Police Interceptors	\$374,480
One (1) 2024 Ford F-150 Responder	\$52,590
Tax	\$37,369
Transport	\$17,820
Total	\$482,259

BACKGROUND:

Due to the growth of the City of Lathrop and the need to replace vehicles that have met their life span, nine (9) new vehicles were purchased for the Police Department.

**SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
RATIFY PURCHASE OF NINE (9) VEHICLES FROM PHIL LONG FORD OF
DENVER, LLC., FOR THE POLICE DEPARTMENT**

The City of Lathrop Police Department currently utilizes Ford Explorer Police Interceptors (PIU) and Ford F-150 Responders as their fleet. On June 14, 2021, the City Council approved the purchase of 11 new police vehicles for the Lathrop Police Department. The PIU vehicle, which is designed based on the Ford Explorer platform, has been built specifically for law enforcement. Ford worked closely with representative of the Los Angeles County Sheriff's Department and Michigan State Police to design the vehicle to meet the demanding needs of law enforcement. The PIU has been widely selected as a standard vehicle by law enforcement agencies throughout the nation due to its design, safety rating and flexibility for various assignments and purpose. The PIU vehicle was selected as the standard patrol vehicle for the Lathrop Police Department to provide law enforcement services to the City.

The purchase of nine (9) new vehicles maintains City fleet necessary to operate at full capacity for the purpose of operating facilities and public safety. The purchase was approved in reference to Lathrop Municipal Code LMC Section 2.36.080, Purchasing System Emergency Procedures. The purchasing procedures may be eliminated for the following reasons as determined by the Department Head. "To efficiently and timely maintain essential public services". The purchase of nine (9) new vehicles from out of state was necessary due to short supply of the (PIU), a combination of high demand and global supply chain constraints, and the need to obtain the vehicles in a timely manner to maintain essential public services to the City.

RECOMMENDATION:

Staff recommends Council ratify the purchase of nine (9) vehicles for the Police Department.

FISCAL IMPACT:

The total cost for the nine (9) vehicles is \$482,259. Sufficient funds were available within the approved biennial budget for Fiscal Year 2023/24 that was carried forward for the purchase of (9) vehicles for the Police Department.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop Ratifying the Purchase of Nine (9) Vehicles from Phil Long Ford of Denver, LLC., for the Police Department
- B. Phil Long Ford of Denver, LLC., Quote for Eight (8) 2024 Ford Explorer Police Interceptors and One (1) Ford F-150 Responder

**CITY MANAGER'S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
RATIFY PURCHASE OF NINE (9) VEHICLES FROM PHIL LONG FORD OF
DENVER, LLC., FOR THE POLICE DEPARTMENT**

APPROVALS:



Todd Sebastian
Director of Parks, Recreation, and Fleet

9/3/2024

Date



Cari James
Director of Finance

9/4/2024

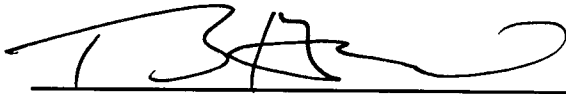
Date



Stephen Sealy
Chief of Police

9/4/2024

Date



Thomas Hedegard
Deputy City Manager

9/3/2024

Date



Michael King
Assistant City Manager

9/4/2024

Date



Salvador Navarrete
City Attorney

9.3.2024

Date



Stephen J. Salvatore
City Manager

9/4/2024

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING THE PURCHASE OF NINE (9) VEHICLES FROM PHIL LONG FORD OF DENVER, LLC., FOR THE POLICE DEPARTMENT

WHEREAS, due to growth of the City of Lathrop and the need to replace vehicles that have met their usable life span, the Police Department was in need of nine (9) new vehicles; and

WHEREAS, staff requested quotes from a multitude of local and in-state dealerships, however, none had the desired vehicles available; and

WHEREAS, after looking nationwide, staff found Phil Long Ford of Denver, LLC., in Denver, Colorado, was able to provide a quote for the desired in- stock Police vehicles; and

WHEREAS, the quote price from Phil Long Ford of Denver, LLC., aligned with current market cost, despite an additional cost for transportation of the vehicles to Lathrop; and

WHEREAS, the City Manager approved the purchase of nine (9) vehicles in order to maintain the necessary fleet to operate at full capacity for the purpose of operating facilities and public safety

WHEREAS, staff is requests Council ratify the purchase of the following vehicles from Phil Long Ford of Denver, LLC.:

Vehicle Description	Vehicle Cost
Eight (8) 2024 Ford Explorer Police Interceptors and One (1) 2024 Ford F-150 Responder	\$482,259

WHEREAS, the total cost for nine (9) vehicles is \$482,259 and sufficient funds were available within the approved biennial budget for Fiscal Year 2023/24 that was then carried forward to the current Fiscal Year 2024/25 for the purchase of (9) vehicles for the Police Department.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby ratify the purchase of nine (9) vehicles from Phil Long Ford of Denver, LLC., for a total cost of \$482,259.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

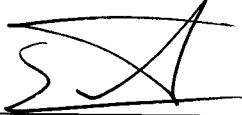
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT

-B-



QUOTE NUMBER	062724-1
QUOTE DATE	August 14, 2024
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Herman Sanchez
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: City of Lathrop
ATTN: Todd Sebastian

PRICE AGREEMENT: T.I.P.S. USA (The Interlocal Purchasing System) # 220304
2024 Ford Police Vehicles Exterior: Agate Black

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8	Ford Utility Interceptor, Mid Size, four Door, AWD Police Pursuit Rated <i>(Incl. Dark Car Feature, Driver Side Spotlight, Backup Camera, Police Engine Idle, Reverse Sensing, BLIS, Global Unlock, Keyless Entry)</i>	48,310.00	\$386,480.00
8	Available Government Discount (For Police Explorer)	(1,500.00)	(\$12,000.00)
1	2024 F150 Police Responder 4x4 5.5' Box 145" WB XL (W1P)	54,890.00	\$54,890.00
1	Available Government Discount (For Responder)	(2,300.00)	(\$2,300.00)
9	Transport To: 390 Towne Centre Dr. Lathrop, CA 95330	1,980.00	\$17,820.00
	** Explorers will not come with hubcaps due to Manufacturer No longer making hubcaps**		

Additional Information:

444,890.00

Proposal valid for 30 Days

\$444,890.00

DIRECT ALL INQUIRIES TO:

Herman Sanchez
(505) 250-9388
email: hsanchez@phillong.com

Phil Long Ford of Denver

7887 W. Tufts Ave.
 Denver, CO 80123

Total
 AMOUNT

THANK YOU FOR YOUR BUSINESS!

ITEM 4.12

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE EMERGENCY SERVICE CONTRACTS WITH NEXTGEN ALPHA UPFITTING AND MANTECA COLLISION PROS FOR POLICE VEHICLE UPFITTING AND PAINT SERVICES**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Adopt Resolution to Approve Emergency Service Contract with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment**
- 2. Adopt Resolution to Approve Emergency Service Contract with Manteca Collision Pros for Autobody Paint and Decal Services for Police Vehicles**

SUMMARY:

The Parks and Recreation Department is responsible for the purchase and maintenance of a variety of fleet vehicles and equipment for the purpose of operating City facilities, and related infrastructure, and public safety. Due to the growth of the City and the need to replace vehicles that have met their service life span, new police fleet vehicles are needed for staff to continue to efficiently perform Citywide services. Staff is requesting Council approval of two (2) service contracts to provide upfitting, autobody paint, and decals for Police vehicles.

Currently, 20 Police vehicles will need upfitting with police equipment, 15 of the 20 vehicles need decaled, and 12 of the 20 vehicles need auto body paint. The upfitting process includes the installation of emergency lights and other applicable auxiliary equipment needed for the police vehicles to enhance officer safety and productivity. The proposed contracts would allow NextGen Alpha Upfitting to provide and install the police equipment and Manteca Collision Pros to provide the autobody paint and decal services.

BACKGROUND:

Due to the growth of the City and the need to replace vehicles that have met their service life span, new police fleet vehicles are needed for staff to continue to efficiently perform Citywide services. Staff is requesting Council approval of two (2) service contracts to provide upfitting, autobody paint, and decals for Police vehicles. The proposed contracts pursuant to LMC 2.36.080, would allow NextGen Alpha Upfitting to provide and install the police equipment and Manteca Collision Pros to provide the autobody painting and decal services. Approving the proposed contracts pursuant to LMC 2.36.080 will allow the City to avoid interruptions and gaps in our emergency services fleet operations.

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
APPROVE CONTRACTS WITH NEXTGEN ALPHA UPFITTING AND MANTECA
COLLISION PROS FOR POLICE VEHICLE UPFITTING AND PAINT SERVICES

FISCAL IMPACT:

The total cost for upfitting 20 Police vehicles, of which 15 will be decaled, and 12 will be painted, is \$778,799.

- NextGen Upfitting for Purchase and Install Upfitting Equipment in the amount of \$703,406, of which \$178,902 was previously budgeted/allocated by Council in May of 2024, resulting in a balance of \$524,504
- Manteca Collision Pros for Autobody Painting and Decals \$75,393

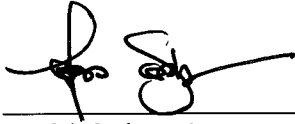
Sufficient funds are available within the Council approved biennial budget for Fiscal Year 2023/24 that were carried forward for these two (2) contracts.

ATTACHMENTS:

- A. Resolution to Approve NextGen Alpha Upfitting for the Purchase of Upfitting Equipment for Police Vehicles
- B. Resolution to Approve Manteca Collision Pros for Autobody Paint and Decal Services for Police Vehicles
- C. Emergency Service Contract with NextGen Alpha Upfitting for the Purchase and Installation of Police Vehicle Equipment for Twenty (20) Vehicles for the City of Lathrop Police Department
- D. Emergency Service Contract with Manteca Collision Pros for Autobody Paint and Decal Services for Fifteen (15) Vehicles for the City of Lathrop Police Department

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
APPROVE CONTRACTS WITH NEXTGEN ALPHA UPFITTING AND MANTECA
COLLISION PROS FOR POLICE VEHICLE UPFITTING AND PAINT SERVICES

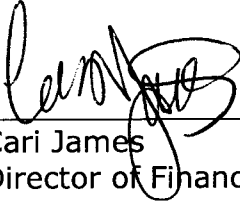
APPROVALS:



Todd Sebastian
Director of Parks, Recreation, and Fleet

9.4.24

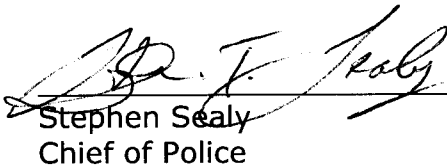
Date



Cari James
Director of Finance

9/4/2024

Date



Stephen Sealy
Chief of Police

9/4/2024


Date



Salvador Navarrete
City Attorney

9-5-2024

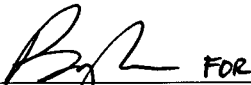
Date



Thomas Hedegard
Deputy City Manager

9/5/2024

Date



Michael King FOR
Assistant City Manager

9/5/2024

Date



Stephen J. Salvatore
City Manager

9/5/2024

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN EMERGENCY SERVICE CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR TWENTY (20) VEHICLES FOR THE CITY OF LATHROP POLICE DEPARTMENT

WHEREAS, twenty (20) new police vehicles need to be outfitted with police equipment to avoid interruptions and gaps in our emergency services fleet operations, and NextGen Alpha Upfitting promises to deliver approved specifications of the City of Lathrop Police Department fleet in a timely manner; and

WHEREAS, staff propose to utilize NextGen Alpha Upfitting for the upfitting of police vehicles because they are familiar with our Police vehicle builds and willing to render such services efficiently and in timely manner to maintain essential public services; and

WHEREAS, the proposed contract with NextGen Alpha Upfitting for the vehicles is for an amount not to exceed \$703,406; and

WHEREAS, sufficient funds are available within the Council approved biennial budget for Fiscal Year 2023/24 that were carried forward for this contract's consideration.

WHEREAS staff is requesting Council approve the emergency service contract for NextGen Alpha Upfitting to purchase and install upfitting equipment for twenty (20) police vehicles.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby approve the emergency service contract with NextGen Alpha Upfitting, at a total cost not to exceed \$703,406.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT

-B-

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN EMERGENCY SERVICE CONTRACT WITH MANTECA COLLISION PROS TO PROVIDE AND INSTALL DECALS FOR FIFTEEN (15) POLICE VEHICLES, AND PAINT TWELVE (12) POLICE VEHICLES

WHEREAS, fifteen (15) new police vehicles need decals and twelve (12) need autobody paint per the approved specifications of the City of Lathrop Police Department fleet and Manteca Collision Pros promises to deliver approved specifications in timely manner to avoid interruptions and gaps in our emergency services fleet operations; and

WHEREAS, City staff propose to utilize Manteca Collision Pros for the autobody painting and decals of police vehicles because they are familiar with our Police vehicle builds and willing to render such services efficiently and in a timely manner to maintain essential public services; and

WHEREAS, the proposed purchase with Manteca Collision Pros for autobody paint and decals is for an amount not to exceed \$75,393; and

WHEREAS, sufficient funds are available within the Council approved biennial budget for Fiscal Year 2023/24 that were carried forward for this contract's consideration.

WHEREAS, staff is requesting Council authorize the purchase of autobody paint and decals from Manteca Collision Pros for the police vehicles.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby approve the emergency service contract with Manteca Collision Pros for a total cost not to exceed \$75,393.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

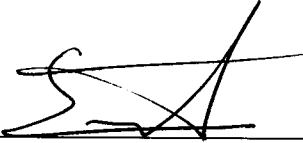
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT

- C -

CITY OF LATHROP

EMERGENCY SERVICE CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FOR TWENTY (20) VEHICLES FOR THE CITY OF LATHROP POLICE DEPARTMENT

THIS AGREEMENT, dated for convenience this _____ day of **September 2024** is by and between **NEXTGEN ALPHA UPFITTING** (“CONTRACTOR”) and the **CITY OF LATHROP**, a California municipal corporation (“CITY”).

RECITALS:

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform installation services of police vehicle equipment, which will be required by this agreement; and

WHEREAS, the Lathrop Police Department (LPD) has an urgent need for new vehicles a due to the growth of the City and replacement of vehicles that have met their life span which hinders LPD’s ability to ensure and maintain essential police services; and

WHEREAS, CONTRACTOR is familiar with LPD’s Police vehicle builds and is able and willing to render such purchase and installation of police vehicle equipment by December 1, 2024, in an effort to efficiently and timely maintain essential public services pursuant to LMC 2.36.080; and

WHEREAS, pursuant to LMC 2.36.080, purchasing procedures may be eliminated in emergency situations to efficiently and timely maintain essential public services for the preservation of public health, safety, and welfare of the community; and

NOW, THEREFORE, CONTRACTOR and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONTRACTOR agrees to perform services in accordance with the scope of work and fee proposal provided by the CONTRACTOR, attached hereto as Exhibit “A”, and incorporated herein by reference. CONTRACTOR agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’s satisfaction by December 31, 2024.

CITY OF LATHROP – EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

(2) Compensation

CITY hereby agrees to pay CONTRACTOR a sum-not-to-exceed \$703,406 for the purchase and installation of police vehicle equipment as set forth in Exhibit "A". CONTRACTOR shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONTRACTOR be entitled to compensation for work not included in Exhibit "A" unless a written change order or authorization is executed describing the extra work and payment terms prior to the commencement of the work.

(3) Effective Date and Term

The effective date of this Agreement is **September _____, 2024** and it shall terminate no later than **December 31, 2024**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONTRACTOR shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S

CITY OF LATHROP – EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

City Manager. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S City Manager.

(8) Assignment of Personnel

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit

CITY OF LATHROP – EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as additional insured with coverage from ISO form CG 20 10 or its equivalent. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in

CITY OF LATHROP – EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING
FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

coverage.

- (d) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

(10) Indemnification - CONTRACTOR'S Responsibility

Notwithstanding anything contrary to anything contained in the Agreement CONTRACTOR agrees to defend and hold City of Lathrop harmless from and against any and all loss, cost, liability and expense from third party claims where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct. User shall indemnify, defend, protect and hold CONTRACTOR harmless from and against any and all property loss claims including all third party property losses except where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct. For any third-party

CITY OF LATHROP – EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

losses where CONTRACTOR's actions while on site are the sole and direct cause of aforesaid loss vs equipment or monitoring failure, CONTRACTOR has the duty to defend as set forth in Section 2778 of the California Civil Code.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONTRACTOR, its employees, agents, or subcontractors by federal or state law, CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and CONTRACTOR shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses

CONTRACTOR shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this Agreement.

(14) Funding

CONTRACTOR agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal

CITY OF LATHROP – EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING
FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Parks, Recreation, and Fleet Services Dept.
390 Towne Centre Drive
Lathrop, CA 95330

MAIN: (209) 941-7370
FAX: (209) 941-7449

To Contractor: NextGen Alpha Upfitting
8400 Carbide Ct., Suite A
Sacramento, CA 95828

Phone: (916) 423-5053

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the

CITY OF LATHROP – EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONTRACTOR. In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

CITY OF LATHROP – EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to Proceed.

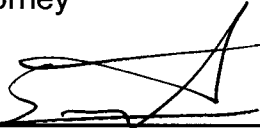
(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – EMERGENCY CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT

Approved as to Form:

City of Lathrop
City Attorney



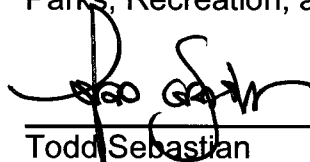
Salvador Navarrete

9-5-2024

Date

Recommended for Approval:

City of Lathrop
Parks, Recreation, and Fleet Services Department



Todd Sebastian
Director

9.5.24

Date

Approved By:
Reso #:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONTRACTOR:

NextGen Alpha Upfitting
8400 Carbide Ct., Suite A
Sacramento, CA 95828

Fed ID # 87-32139945

Business License # 20938

Signature

Date

(Print Name and Title)

EXHIBIT A

NextGen Alpha Upfitting
 8400 Carbide Ct. Suite A
 Sacramento, CA 95828 US
 +19164235052
 Sumeet@NextGenAlphaUpfitting.Net
 NEXTGENALPHAUPFITTING.NET

Estimate

ADDRESS
 Lathrop Pd
 940 River Islands Parkway,
 Lathrop CA 95330

SHIP TO
 Lathrop Police Department
 Lathrop Pd
 940 River Islands Parkway,
 Lathrop, CA 95330

ESTIMATE #	DATE	EXPIRATION DATE
1921	07/11/2024	09/11/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	2024 FORD EXPLORER CAPT BUILD			0.00
	LIGHTING			0.00
NG ORDER	ENFWB01EFZ NFORCE INTERIOR LIGHTBAR RW/BW	1	1,150.00	1,150.00T
NG ORDER	ENFWB01EP2 NFORCE REAR INTERIOR LIGHTBAR RA/BA	1	985.00	985.00T
NG ORDER	SOS EMPS4STS5RBW mpower HD® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, 18 LED, Tricolor - Red/Blue/White - GRILL LIGHTS	2	148.55	297.10T
SOS PMP2BKDGAJ	90 Degree Deck/Grille Adjustable Bracket Kit for mpower® 4" Fascia Light w/ Stud Mount - Black	2	15.00	30.00T
NG ORDER	EMPS4STS5RBW mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 18 LED, Tricolor - Red/Blue/White REAR 1/4 CARGO WINDOW	2	148.55	297.10T
SOS PMP2WSSSB	Dual Windshield Mpower Light Shrouds for the 3 and 4 Inch Fascia Stud Mount Light	2	19.00	38.00T
NG ORDER	PMP2BK012 SIDE MOUNT BRACKET" MPOWER	2	22.00	44.00T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue - REAR TAIL LIGHT STROBES	2	92.49	184.98T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	2	48.95	97.90T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT	1	58.95	58.95T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/	2	148.55	297.10T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS			
	SIREN			0.00
NG ORDER	ENGSA5200HPP bluePRINT® 500 Series Handheld Remote Control System, 10-16v - 200 watt dual-tone	1	1,249.95	1,249.95T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	210.06	420.12T
	RIFLE AR RACK IN REAR EXPLORER			
Services	KT-GM-SGL-SC6 Single weapon mount w/SC6 lock and brackets	1	351.00	351.00
PC INSTALLATION	INSTALLATION CHARGE FOR AR GUN RACK IN REAR OF VEHICLE WITH CUSTOM BRACKETS & HIDDEN SWITCH	1	1,000.00	1,000.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	100.00	100.00T
	ACCESSORIES			0.00
NG ORDER	CONSOLE SAFE 2020 TO 2024 FORD EXPLORER MODEL LD2033EX	1	395.00	395.00T
NG ORDER	JD 425-3816 MAGNETIC MIC	2	44.95	89.90T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	1	189.99	189.99T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	1	34.99	34.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	600.00	600.00
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	395.00	395.00T
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC & ONE EACH DEPARTMENT SUPPLIED RADIO, 3EA ANTENNA & CABLE 1EA FUEL SENSOR BALLASTIC PANELS LVL III+	1	5,350.00	5,350.00T
NG ORDER	01-00358 FORD UTILITY 2020 & NEWER LVL III+ DRIVER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	DRIVER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG ORDER	01-00359 FORD UTILITY 2020 & NEWER LVL III+ PASSENGER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC	1	25.00	25.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	ACCESSORIES			
NG INSTALATION	PASSENGER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	125.00	125.00T
NG WINDOW TINT	WINDOW TINT PER DEPARTMENT SPEC	1	550.00	550.00T
	WINDOW TINT PER DEPARTMENT SPEC			
	35% WINDOW BROW			
	5% ALL WINDOWS			

SUBTOTAL	18,429.07
TAX	1,529.33
TOTAL	\$19,958.40

Accepted By

Accepted Date

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Estimate

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 Lathrop Police Department
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 Lathrop, CA 95330

ESTIMATE #	DATE	EXPIRATION DATE
1923	07/11/2024	09/11/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	2024 UTILITY LT BUILD 1 OF 2			0.00
	LIGHTING			0.00
NG ORDER	ENFWB01EFZ NFORCE INTERIOR LIGHTBAR RW/BW	1	1,150.00	1,150.00T
NG ORDER	ENFWB01EP2 NFORCE REAR INTERIOR LIGHTBAR RA/BA	1	985.00	985.00T
NG ORDER	SOS EMPS4STS5RBW mpower HD® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, 18 LED, Tricolor - Red/Blue/White - GRILL LIGHTS	2	148.55	297.10T
SOS PMP2BKDGAJ	90 Degree Deck/Grille Adjustable Bracket Kit for mpower® 4" Fascia Light w/ Stud Mount - Black	2	15.00	30.00T
NG ORDER	EMPS4STS5RBW mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 18 LED, Tricolor - Red/Blue/White REAR 1/4 CARGO WINDOW	2	148.55	297.10T
SOS PMP2WSSSB	Dual Windshield Mpower Light Shrouds for the 3 and 4 Inch Fascia Stud Mount Light	2	19.00	38.00T
NG ORDER	PMP2BK012 SIDE MOUNT BRACKET" MPOWER	2	22.00	44.00T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue - REAR TAIL LIGHT STROBES	2	92.49	184.98T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	2	58.95	117.90T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT	1	58.95	58.95T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/	2	148.55	297.10T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS SIREN			0.00
SOS ENGSA582RSP	500 series remote siren with button control, 10-16v	1	1,149.50	1,149.50T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt CONSOLE	2	210.06	420.12T
TPS AC-UV20-HC	FORD POLICE INTERCEPTOR UTILITY ADJUSTABLE HARNESS COVER MADE FOR VEHICLE SPECIFIC CONSOLES	1	0.00	0.00T
TPS CC-20-UVLP-17	2020 FORD POLICE INTERCEPTOR UTILITY SPECIFIC 17" LOW-PROFILE CONSOLE WITH COMPUTER DECK	1	469.75	469.75T
NG ORDER	TPS FP-SO500-R SOUNDOFF FACEPLATE	1	0.00	0.00T
TPS FP-MXTL2500	3" FACEPLATE MOTOROLA XTL2500/ XTL5000 / APX6500 05,07, REMOTE HEAD	1	0.00	0.00T
TPS FP-BLNK1	1" BLANK FILLER PLATE	2	0.00	0.00T
TPS FP-BLNK2	2" BLANK FILLER PLATE	2	0.00	0.00T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	1	68.85	68.85T
TPS AC-INBHG	INTERNAL DUAL BEVERAGE HOLDER	1	52.85	52.85T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	2	15.39	30.78T
TPS AC-TB-ARMNT-58	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD	1	175.55	175.55T
TPS CM-UMSH-SA-LED	CONSOLE SHORT BRACKET U-MOUNT COMPUTER MOUNT WITH ROTATING SWING-ARM	1	317.95	317.95T
NG ORDER	GETAC S410 - DOCKING STATION MOUNT WITH POWER	1	1,295.00	1,295.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY	1	189.99	189.99T
NG ORDER	GK10301S1U D T-Rail Mount 1 Small & 1 Universal Lock #2 Key	1	532.89	532.89T
NG ORDER	GF1092ITU20 T-RAIL FREE STANDING BRACKET UTILITY 2024	1	244.13	244.13T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY	1	189.99	189.99T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	395.00	395.00T
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC, ONE EACH DEPARTMENT SUPPLIED 1EA RADIO, 3EA ANTENNA, CABLE & PREWIRE FOR AXON 1EA FUEL SENSOR BOX / LIFT TRAY / ELETRONICS TRAY	1	6,750.00	6,750.00T
TPS CP-UV20-MNT-EB	FORD POLICE INTERCEPTOR UTILITY ELEVATED BOX MOUNT	1	289.50	289.50T
TPS AC-EB-SL-TRAY	2020+ PI Utility electronics tray, 37.5" wide x 23.6" long.	1	315.65	315.65T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TPS AC-EB-TRAY-FENCE	2020+ PI Utility electronics tray fence, 37" wide x 5.6" tall for AC-EB-SL-TRAY only.	1	50.25	50.25T
NG ORDER	TPS CP-GB44248-PB-T TROY BOX ELEVATED INCLUDING SIMPLEX LOCK AND TOP LIP	1	1,695.55	1,695.55T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	75.00	75.00T
NG INSTALATION	INSTALLATION CHARGE FOR BOX, LIFT TRAY & ELETRONICS TRAY ACCESSORIES	1	650.00	650.00T 0.00
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	1	34.99	34.99T
BSS 7615B	ATD Automatic Timer Disconnect	1	189.99	189.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR BALLASTIC PANELS LVL III+	1	600.00	600.00T
NG ORDER	01-00358 FORD UTILITY 2020 & NEWER LVL III+ DRIVER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	DRIVER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG ORDER	01-00359 FORD UTILITY 2020 & NEWER LVL III+ PASSENGER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	PASSENGER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	125.00	125.00T
NG WINDOW TINT	WINDOW TINT PER DEPARTMENT SPEC 35% WINDOW BROW 5% ALL WINDOWS	1	550.00	550.00T
			SUBTOTAL	24,456.40
			TAX	2,139.94
			TOTAL	\$26,596.34

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Estimate

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ESTIMATE #	DATE	EXPIRATION DATE
1982	08/20/2024	09/20/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	2024 UTILITY SGT. WATCH COMMAND 1 OF 3 LIGHTING			
NG ORDER	SOS NFORCE NXT RW BW AMBER REAR WITH RED BLUE TOP LENSES AND ***BUILT IN OPTICOM*** 54"	1	4,025.00	4,025.00T
NG ORDER	MPOWER TRAFFIC ADVISOR AMBER	1	834.84	834.84T
SOS ENT3B3D	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Red/White	1	198.55	198.55T
SOS ENT3B3E	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Blue/White	1	198.55	198.55T
SOS PMP2BKUMB4	Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2020-2023 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount	2	28.00	56.00T
NG ORDER	EMPS4STS5RBW mpower HD® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, 18 LED, Tricolor - Red/Blue/White - FRONT PUSH BUMPER LIGHTING	4	148.55	594.20T
NG ORDER	PMP4BKRKLB MPOWER HD ROCKER BRACKET FOR SIDE OF PUSH BUMPER	2	24.99	49.98T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White REAR LICENSE PLATE	2	148.55	297.10T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue REAR TAIL LIGHTS STROBES	2	92.49	184.98T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED HATCH DOME LIGHT	2	58.95	117.90T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED	1	58.95	58.95T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	HATCH DOME LIGHT			
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White REAR HATCH WARNING LIGHTS	2	148.55	297.10T
SOS ECVDMLTAL00	LED Dome Light, 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens DOME LIGHT OVER CENETER CONSOLE SIREN/SPEAKER	1	89.45	89.45T
SOS ENGSA582RSP	500 series remote siren with button control, 10-16v	1	1,149.50	1,149.50T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	210.06	210.06T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	125.00	125.00T
NG INSTALATION	INSTALLATION CHARGE FOR ALL LIGHTING, SIREN, SPEAKER, RUNNING ALL WIRE & PROGRAMMING SPOTLIGHT	1	4,000.00	4,000.00T
NG ORDER	EWL9111SL Golight® SL Remote Control Spotlight, Driver Side, Dash Control included	1	760.00	760.00T
NG ORDER	PWLBK001 Golight® SL Bracket, Driver Side Mount on Ford PI Utility	1	57.00	57.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	INSTALLATION CHARGE FOR SPOTLIGHTS & PROGRAMMING DRIVER SIDE	1	350.00	350.00T
NG ORDER	EWL9114SL Golight® SL Remote Control Spotlight, Passenger Side	1	655.50	655.50T
NG ORDER	PWLBK002 Golight® SL Bracket, Passenger Side Mount on Ford PI Utility	1	57.00	57.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	INSTALLATION CHARGE FOR SPOTLIGHTS & PROGRAMMING PASSENGER SIDE PUSH BUMPER SET UP	1	350.00	350.00T
WPS 36-2125	2020+ FORD UTILITY ELITE Bumper Push Bar; Elite; Powder Coated; Black; HRPO Steel; 2-3/4 Inch Rubber Strip Uprights; Without Wraparound Brush Guard; For Use With Optional Top Channel	1	474.95	474.95T
WPS 36-2125PB	2020+ FORD UTILITY WRAP Bumper Guard; Elite; Powder Coated; Black; 7 Gauge HRPO Steel; Dual 2-3/4 Inch Wide Rubber Strips; Requires Westin Public Safety Elite Bumper Push Bar	1	510.54	510.54T
WPS 36-6005S2	Bumper Push Bar Top Channel Cover; For Westin Elite Series Bumper Push Bar; With 2 Soundoff NFORCE Light	1	42.99	42.99T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Mounting Holes; Powder Coated; Black; Steel CONSOLE			
TPS CC-20-UVLP-17	2020 FORD POLICE INTERCEPTOR UTILITY SPECIFIC 17" LOW-PROFILE CONSOLE WITH COMPUTER DECK	1	469.75	469.75T
TPS AC-UV20-HC	FORD POLICE INTERCEPTOR UTILITY ADJUSTABLE HARNES COVER MADE FOR VEHICLE SPECIFIC CONSOLES	1	0.00	0.00T
NG ORDER	TPS FP-SO500-R SOUNDOFF FACEPLATE	1	0.00	0.00T
TPS FP-MXTL2500	3" FACEPLATE MOTOROLA XTL2500/ XTL5000 / APX6500 05,07, REMOTE HEAD	1	0.00	0.00T
TPS FP-BLNK1	1" BLANK FILLER PLATE	1	0.00	0.00T
TPS FP-BLNK2	2" BLANK FILLER PLATE	1	0.00	0.00T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	1	68.95	68.95T
TPS AC-INBHG	INTERNAL DUAL BEVERAGE HOLDER	1	52.85	52.85T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	2	15.39	30.78T
TPS AC-TB-ARMMNT-58	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD	1	175.55	175.55T
TPS CM-UMSH-SA-LED	CONSOLE SHORT BRACKET U-MOUNT COMPUTER MOUNT WITH ROTATING SWING-ARM DOCKING STATION	1	317.95	317.95T
NG ORDER	GETAC S410 - DOCKING STATION MOUNT WITH POWER	1	1,295.00	1,295.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY GUN LOCK	1	189.99	189.99T
NG ORDER	GK10301S1U D T-Rail Mount 1 Small & 1 Universal Lock #2 Key	1	532.89	532.89T
NG ORDER	GF1092ITU20 T-RAIL FREE STANDING BRACKET UTILITY 2024	1	244.13	244.13T
TPS CP-UV20-MNT-EB	FORD POLICE INTERCEPTOR UTILITY ELEVATED BOX MOUNT	1	289.50	289.50T
NG ORDER	TP-20-FDUV-R 2020-24 PI Utility rear partition, square-hole window, square-hole side panels.	1	475.92	475.92T
TPS AC-EB-SL-TRAY	2020+ PI Utility electronics tray, 37.5" wide x 23.6" long.	1	315.65	315.65T
TPS AC-EB-TRAY-FENCE	2020+ PI Utility electronics tray fence, 37" wide x 5.6" tall for AC-EB-SL-TRAY only.	1	50.25	50.25T
NG ORDER	TPS CP-GB44248-PB-T TROY BOX ELEVATED INCLUDING SIMPLEX LOCK AND TOP LIP	1	1,695.55	1,695.55T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	225.00	225.00T
NG INSTALATION	INSTALLATION CHARGE FOR PUSH BUMPER WITH LIGHTS WITH WRAPS, CENTER CONSOLE, WEAPONS RACK W/FREE STANDING BRACKET, COMPUTER	1	1,500.00	1,500.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	MOUNT WITH DOCKING STATION WITH POWER, REAR PARTITION & LIFT UP ELECTRONIC TRAY & BOX ACCESSORIES			
MM MMSU-1	Magnetic Mic Single Unit 1 Single Unit Conversion Kit	2	39.99	79.98T
NG ORDER	AXON PRE-WIRE CAT 6 CABLE 25	2	29.99	59.98T
BSS 7615B	ATD Automatic Timer Disconnect	1	189.99	189.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	65.49	65.49T
NG ORDER	100 AMP 12V CIRCUIT BREAKER	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	750.00	750.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	125.00	125.00T
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, 1EA RADIO WITH 3EA ANTENNA, CABLE AND AXON SYSTEM(PRE-WIRE IF POSSIBLE), INSTALLATION OF OPTICOM - OPTICOM TO BE WIRE CODE 3 OP AND BUTTON CONTROLLED AND GPS UNIT (SUPPLIED) 1EA FUEL SENSOR BALLASTIC PANELS LVL III+	1	1,650.00	1,650.00T
NG ORDER	01-00358 FORD UTILITY 2020 & NEWER LVL III+ DRIVER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	DRIVER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG ORDER	01-00359 FORD UTILITY 2020 & NEWER LVL III+ PASSENGER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	PASSENGER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	125.00	125.00T
	SUBTOTAL			30,868.28
	TAX			2,700.97
	TOTAL			\$33,569.25

Accepted By

Accepted Date

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Estimate

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ESTIMATE #	DATE	EXPIRATION DATE
1922	07/11/2024	09/11/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	2024 UTILITY K9 BUILD 1 OF 4			0.00
	LIGHTING			0.00
NG ORDER	SOS NFORCE NXT RW BW AMBER REAR WITH RED BLUE TOP LENSES AND ***BUILT IN OPTICOM*** 54"	1	4,025.00	4,025.00T
NG ORDER	SOS MPOWER TRAFFIC ADVISOR AMBER	1	834.84	834.84T
SOS ENT3B3D	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Red/White	1	198.55	198.55T
SOS ENT3B3E	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Blue/White	1	198.55	198.55T
SOS PMP2BKUMB4	Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2020-2023 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount	2	28.00	56.00T
NG ORDER	SOS EMPS4STS5RBW mpower HD® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, 18 LED, Tricolor - Red/Blue/White - TOP & SIDE OF PUSH BUMPER	4	148.55	594.20T
NG ORDER	SOS PMP4BKRKLB MPOWER HD ROCKER BRACKET FOR SIDE PUSH BUMPER	2	24.99	49.98T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR LIC LIGHTS	2	148.55	297.10T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue - REAR TAIL LIGHT STROBES	2	92.49	184.98T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	2	58.95	117.90T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT	1	58.95	58.95T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/	2	148.55	297.10T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS			
SOS ECVDMLTAL00	LED Dome Light, 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens - FRONT DOME LIGHT	1	89.45	89.45T
	SIREN			0.00
SOS ENGSA582RSP	500 series remote siren with button control, 10-16v	1	1,149.50	1,149.50T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	210.06	420.12T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	125.00	125.00T
NG INSTALATION	INSTALLATION CHARGE FOR ALL LIGHTING, SIREN, SPEAKER, RUNNING ALL WIRE & PROGRAMMING SPOTLIGHT	1	4,000.00	4,000.00T
NG ORDER	EWL9111SL Golight® SL Remote Control Spotlight, Driver Side, Dash Control included	1	760.00	760.00T
NG ORDER	PWLBK001 Golight® SL Bracket, Driver Side Mount on Ford PI Utility	1	57.00	57.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	INSTALLATION CHARGE FOR SPOTLIGHTS & PROGRAMMING DRIVER SIDE	1	350.00	350.00T
NG ORDER	EWL9114SL Golight® SL Remote Control Spotlight, Passenger Side	1	655.50	655.50T
NG ORDER	PWLBK002 Golight® SL Bracket, Passenger Side Mount on Ford PI Utility	1	57.00	57.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	INSTALLATION CHARGE FOR SPOTLIGHTS & PROGRAMMING PASSENGER SIDE	1	350.00	350.00T
	PUSH BUMPER SETUP			0.00
WPS 36-2125	2020+ FORD UTILITY ELITE Bumper Push Bar; Elite; Powder Coated; Black; HRPO Steel; 2-3/4 Inch Rubber Strip Uprights; Without Wraparound Brush Guard; For Use With Optional Top Channel	1	474.95	474.95T
WPS 36-6005S2	Bumper Push Bar Top Channel Cover; For Westin Elite Series Bumper Push Bar; With 2 Soundoff NFORCE Light Mounting Holes; Powder Coated; Black; Steel	1	42.99	42.99T
WPS 36-2125PB	2020+ FORD UTILITY WRAP Bumper Guard; Elite; Powder Coated; Black; 7 Gauge HRPO Steel; Dual 2-3/4 Inch Wide Rubber Strips; Requires Westin Public Safety Elite Bumper Push Bar	1	510.54	510.54T
	CONSOLE			0.00
TPS AC-UV20-HC	FORD POLICE INTERCEPTOR UTILITY ADJUSTABLE	1	0.00	0.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	HARNES COVER MADE FOR VEHICLE SPECIFIC CONSOLES			
TPS CC-20-UVLP-17	2020 FORD POLICE INTERCEPTOR UTILITY SPECIFIC 17" LOW-PROFILE CONSOLE WITH COMPUTER DECK	1	469.75	469.75T
NG ORDER	TPS FP-SO500-R SOUNDOFF FACEPLATE	1	0.00	0.00T
TPS FP-MXTL2500	3" FACEPLATE MOTOROLA XTL2500/ XTL5000 / APX6500 05,07, REMOTE HEAD	1	0.00	0.00T
TPS FP-BLNK1	1" BLANK FILLER PLATE	2	0.00	0.00T
TPS FP-BLNK2	2" BLANK FILLER PLATE	2	0.00	0.00T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	1	68.85	68.85T
TPS AC-INBHG	INTERNAL DUAL BEVERAGE HOLDER	1	52.85	52.85T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	2	15.39	30.78T
TPS AC-TB-ARMMNT-58	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD	1	175.55	175.55T
TPS CM-UMSH-SA-LED	CONSOLE SHORT BRACKET U-MOUNT COMPUTER MOUNT WITH ROTATING SWING-ARM DOCKING STATION	1	317.95	317.95T 0.00
NG ORDER	GETAC S410 - DOCKING STATION MOUNT WITH POWER	1	1,295.00	1,295.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY	1	189.99	189.99T
	GUNLOCK			0.00
TPS GM-SGRF-MNT	DUAL WEAPON MOUNT	1	285.95	285.95T
TPS GM-B-SC1AR-BKT	CLAMSHELL STYLE WEAPON LOCK BRACKET FOR AR STYLE RIFLES	1	65.00	65.00T
TPS GM-B-OP-SC5-BKT	HANDCUFF STYLE WEAPON LOCK BRACKET WITH MORE PITCH FOR AR STYLE RIFLES WITH BOLT-ON ACCESSORIES	1	74.00	74.00T
NG ORDER	SC 1 870 REMINGTON SHOTGUN LOCK	1	135.27	135.27T
NG ORDER	SC 6 UNIVERSAL GUN LOCK RATCHETING STYLE	1	203.50	203.50T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	100.00	100.00T
NG INSTALATION	INSTALLATION CHARGE FOR CENTER CONSOLE, COMPUTER MOUNT, DOCKING STATION & DUAL WEAPONS RACK	1	2,000.00	2,000.00T
	K9 SET UP			0.00
NG ORDER	CK2393ITU20-10 K-9 FULL CONTAINMENT INSERT 20-25 INTERCEPTOR UTILITY SLIDING DOOR PARTITION INCLUDED-WITH 10" FAN CUTOUT	1	2,800.00	2,800.00T
NG ORDER	HP-5020 K9 Hot-N-Pop® PRO Temperature Alarm & Door Opening System Includes Horn Activation, Siren Activation, Light Activation, Dual Window Drop and One Door Pop Remote with Holster	1	1,689.55	1,689.55T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
AK AWD-7040	AceWatchDog™ for use with Pro Alarm Systems AceWatchDog Server Service is \$168.00 Per Year and the First Year is Included with New Unit. More Info: www.acek9.com/awd.html	1	1,168.75	1,168.75T
NG ORDER	HA-FKT10-P 10" Fan, Activation Module, Manual Switch & Materials	1	295.10	295.10T
NG ORDER	HA-FWG-10 Heavy-Duty Fan Guard	1	115.00	115.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	100.00	100.00T
NG INSTALATION	INSTALLATION CHARGE FOR K9 INSERT, DOORFAN, ACE WATCH DOG, HOT & POP & PROGRAMMING BOX & LIFT UP TRAY	1	2,170.00	2,170.00T
NG ORDER	TK0233ITU20EZ Cargo Storage System – DSK – BSN UTILITY 2024	1	1,597.00	1,597.00T
NG ORDER	TK2307ITU20 EZ LIFT CARGO DECK WITH TRAY	1	1,320.00	1,320.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	75.00	75.00T
NG INSTALATION	INSTALLATION CHARGE FOR BOX & LIFT TRAY	1	625.00	625.00T
NG SHIP IN	SHIPPING IN COST FROM VENDOR FOR K9 INSERT, BOX & LIFT TRAY ELETRICAL ACCESSORIES	1	350.00	350.00T
NG ORDER	JD 425-3816 MAGNETIC MIC	2	44.95	89.90T
NG ORDER	AXON PRE-WIRE CAT 6 CABLE 25	2	29.99	59.98T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	1	189.99	189.99T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	1	34.99	34.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	49.99	49.99T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	125.00	125.00T
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, 1EA RADIO WITH 3EA ANTENNA, CABLE AND AXON SYSTEM(PRE-WIRE IF POSSIBLE), INSTALLATION OF OPTICOM - OPTICOM TO BE WIRE CODE 3 OP AND BUTTON CONTROLLED AND GPS UNIT (SUPPLIED) 1EA FUEL SENSOR	1	1,650.00	1,650.00T
NG SHIP IN	SHIPPING IN COST FROM VENDOR BALLASTIC PANELS LVL III+	1	550.00	550.00T
NG ORDER	01-00358 FORD UTILITY 2020 & NEWER LVL III+ DRIVER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT -	1	25.00	25.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES			
NG INSTALATION	DRIVER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG ORDER	01-00359 FORD UTILITY 2020 & NEWER LVL III+ PASSENGER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	PASSENGER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	125.00	125.00T
SUBTOTAL				40,697.89
TAX				3,561.07
TOTAL				\$44,258.96

Accepted By

Accepted Date

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Estimate

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 Lathrop Police Department
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 940 River Islands Parkway,
 Lathrop, CA 95330

ESTIMATE #	DATE	EXPIRATION DATE
1965	08/08/2024	09/08/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	2024 UTILITY PATROL 1 OF 8 LIGHTING			
NG ORDER	SOS NFORCE NXT RW BW AMBER REAR WITH RED BLUE TOP LENSES AND ***BUILT IN OPTICOM*** 54"	1	4,025.00	4,025.00T
NG ORDER	MPOWER TRAFFIC ADVISOR AMBER	1	834.84	834.84T
SOS ENT3B3D	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Red/White	1	198.55	198.55T
SOS ENT3B3E	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Blue/White	1	198.55	198.55T
SOS PMP2BKUMB4	Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2020-2023 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount	1	28.00	28.00T
NG ORDER	EMPS4STS5RBW mpower HD® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, 18 LED, Tricolor - Red/Blue/White - FRONT PUSH BUMPER LIGHTING	4	148.55	594.20T
NG ORDER	PMP4BKRKLB MPOWER HD ROCKER BRACKET FOR SIDE OF PUSH BUMPER	2	24.99	49.98T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White REAR LICENSE PLATE	2	148.55	297.10T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue REAR TAIL LIGHTS STROBES	2	92.49	184.98T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED HATCH DOME LIGHT	2	58.95	117.90T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED	1	58.95	58.95T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	HATCH DOME LIGHT			
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	2	148.55	297.10T
	REAR HATCH WARNING LIGHTS			
SOS ECVDMLTAL00	LED Dome Light, 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	1	89.45	89.45T
	DOME LIGHT OVER CENETER CONSOLE			
	SIREN/SPEAKER			
SOS ENGSA582RSP	500 series remote siren with button control, 10-16v	1	1,149.50	1,149.50T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	210.06	210.06T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	125.00	125.00T
NG INSTALATION	INSTALLATION CHARGE FOR ALL LIGHTING, SIREN, SPEAKER, RUNNING ALL WIRE & PROGRAMMING	1	4,000.00	4,000.00T
	SPOTLIGHT			
NG ORDER	EWL9111SL Golight® SL Remote Control Spotlight, Driver Side, Dash Control included	1	760.00	760.00T
NG ORDER	PWLBK001 Golight® SL Bracket, Driver Side Mount on Ford PI Utility	1	57.00	57.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	INSTALLATION CHARGE FOR SPOTLIGHTS & PROGRAMMING DRIVER SIDE	1	350.00	350.00T
NG ORDER	EWL9114SL Golight® SL Remote Control Spotlight, Passenger Side	1	655.50	655.50T
NG ORDER	PWLBK002 Golight® SL Bracket, Passenger Side Mount on Ford PI Utility	1	57.00	57.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	INSTALLATION CHARGE FOR SPOTLIGHTS & PROGRAMMING PASSENGER SIDE	1	350.00	350.00T
	PUSH BUMPER SET UP			
WPS 36-2125	2020+ FORD UTILITY ELITE Bumper Push Bar; Elite; Powder Coated; Black; HRPO Steel; 2-3/4 Inch Rubber Strip Uprights; Without Wraparound Brush Guard; For Use With Optional Top Channel	1	474.95	474.95T
WPS 36-2125PB	2020+ FORD UTILITY WRAP Bumper Guard; Elite; Powder Coated; Black; 7 Gauge HRPO Steel; Dual 2-3/4 Inch Wide Rubber Strips; Requires Westin Public Safety Elite Bumper Push Bar	1	510.54	510.54T
WPS 36-6005S2	Bumper Push Bar Top Channel Cover; For Westin Elite Series Bumper Push Bar; With 2 Soundoff NFORCE Light	1	42.99	42.99T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Mounting Holes; Powder Coated; Black; Steel CONSOLE			
TPS CC-20-UVLP-17	2020 FORD POLICE INTERCEPTOR UTILITY SPECIFIC 17" LOW-PROFILE CONSOLE WITH COMPUTER DECK	1	469.75	469.75T
TPS AC-UV20-HC	FORD POLICE INTERCEPTOR UTILITY ADJUSTABLE HARNES COVER MADE FOR VEHICLE SPECIFIC CONSOLES	1	0.00	0.00T
NG ORDER	TPS FP-SO500-R SOUNDOFF FACEPLATE	1	0.00	0.00T
TPS FP-MXTL2500	3" FACEPLATE MOTOROLA XTL2500/ XTL5000 / APX6500 05,07, REMOTE HEAD	1	0.00	0.00T
TPS FP-BLNK1	1" BLANK FILLER PLATE	1	0.00	0.00T
TPS FP-BLNK2	2" BLANK FILLER PLATE	1	0.00	0.00T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	1	68.95	68.95T
TPS AC-INBHG	INTERNAL DUAL BEVERAGE HOLDER	1	52.85	52.85T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	2	15.39	30.78T
TPS AC-TB-ARMMNT- 58	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD	1	175.55	175.55T
TPS CM-UMSH-SA-LED	CONSOLE SHORT BRACKET U-MOUNT COMPUTER MOUNT WITH ROTATING SWING-ARM DOCKING STATION	1	317.95	317.95T
NG ORDER	GETAC S410 - DOCKING STATION MOUNT WITH POWER	1	1,295.00	1,295.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY GUN LOCK	1	189.99	189.99T
TPS GM-SGRF-MNT	DUAL WEAPON MOUNT	1	285.95	285.95T
TPS GM-B-SC1AR-BKT	CLAMSHELL STYLE WEAPON LOCK BRACKET FOR AR STYLE RIFLES	1	65.00	65.00T
TPS GM-B-OP-SC5-BKT	HANDCUFF STYLE WEAPON LOCK BRACKET WITH MORE PITCH FOR AR STYLE RIFLES WITH BOLT-ON ACCESSORIES	1	74.00	74.00T
NG ORDER	SC 1 870 REMINGTON SHOTGUN LOCK	1	135.27	135.27T
NG ORDER	SC 6 UNIVERSAL GUN LOCK RATCHETING STYLE PRISONER SETUP	1	203.50	203.50T
TPS TP-E-SL6-US-SS	US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket	1	858.60	858.60T
TPS SAB-20-FDUV-BB	2020+ PI Utility Big-Boy partition mounting kit. Extra seat- back recline.	1	89.99	89.99T
TPS KP-UV20-DAP-SS- N	2020+ PI Utility 3-pc. Kick panel w/foot pockets & notch to fit over wire harness cover.	1	185.55	185.55T
TPS PS-20-UVFX-OS-R	Plastic seat with OS belts, rear partition (square-hole), with fire compartment	1	1,869.75	1,869.75T
TPS DP-UV20-SET	2020+ PI Utility driver and passenger side door panel (SET)	1	283.50	283.50T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TPS WG-20-FDUV-SET	2020 FORD POLICE INTERCEPTOR / CIVILIAN EXPLORER DRIVER & PASSENGER-SIDE VERTICAL BAR WINDOW GUARD	1	275.50	275.50T
TPS CP-UV20-MNT-EB	FORD POLICE INTERCEPTOR UTILITY ELEVATED BOX MOUNT	1	289.50	289.50T
TPS AC-EB-SL-TRAY	2020+ PI Utility electronics tray, 37.5" wide x 23.6" long.	1	315.65	315.65T
TPS AC-EB-TRAY-FENCE	2020+ PI Utility electronics tray fence, 37" wide x 5.6" tall for AC-EB-SL-TRAY only.	1	50.25	50.25T
NG ORDER	TPS CP-GB44248-PB-T TROY BOX ELEVATED INCLUDING SIMPLEX LOCK AND TOP LIP	1	1,695.55	1,695.55T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	225.00	225.00T
NG INSTALATION	INSTALLATION CHARGE FOR PUSH BUMPER WITH LIGHTS WITH WRAPS, CENTER CONSOLE, FRONT, REAR PARTITION, WINDOW GUARD, WEAPONS RACK, COMPUTER MOUNT WITH DOCKING STATION WITH POWER & LIFT UP ELECTRONIC TRAY & BOX ACCESORIES	1	2,500.00	2,500.00T
MM MMSU-1	Magnetic Mic Single Unit 1 Single Unit Conversion Kit	2	39.99	79.98T
NG ORDER	AXON PRE-WIRE CAT 6 CABLE 25	2	29.99	59.98T
BSS 7615B	ATD Automatic Timer Disconnect	1	189.99	189.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	65.49	65.49T
NG ORDER	100 AMP 12V CIRCUIT BREAKER	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	750.00	750.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	125.00	125.00T
NG INSTALATION	INSTALLATION OF CUSTOMER SUPPLIED MODEM, 1EA RADIO WITH 3EA ANTENNA, CABLE AND AXON SYSTEM(PRE-WIRE IF POSSIBLE), INSTALLATION OF OPTICOM - OPTICOM TO BE WIRE CODE 3 OP AND BUTTON CONTROLLED AND GPS UNIT (SUPPLIED) 1EA FUEL SENSOR BALLASTIC PANELS LVL III+	1	1,650.00	1,650.00T
NG ORDER	01-00358 FORD UTILITY 2020 & NEWER LVL III+ DRIVER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	DRIVER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG ORDER	01-00359 FORD UTILITY 2020 & NEWER LVL III+ PASSENGER SIDE FRONT DOOR	1	1,499.00	1,499.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	PASSENGER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	125.00	125.00T
			SUBTOTAL	34,913.95
			TAX	3,054.97
			TOTAL	\$37,968.92

Accepted By

Accepted Date

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Estimate

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 Lathrop Police Department
 Lathrop Pd
 940 River Islands Parkway,
 Lathrop, CA 95330

ESTIMATE #	DATE
1986	08/27/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	2024 FORD EXPLORER POOL BUILD NO RIFLE RACK			0.00
	LIGHTING			0.00
NG ORDER	ENFWB01EFZ NFORCE INTERIOR LIGHTBAR RW/BW	1	1,150.00	1,150.00T
NG ORDER	ENFWB01EP2 NFORCE REAR INTERIOR LIGHTBAR RA/BA	1	985.00	985.00T
NG ORDER	SOS EMPS4STS5RBW mpower HD® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, 18 LED, Tricolor - Red/Blue/White - GRILL LIGHTS	2	148.55	297.10T
SOS PMP2BKDGAJ	90 Degree Deck/Grille Adjustable Bracket Kit for mpower® 4" Fascia Light w/ Stud Mount - Black	2	15.00	30.00T
NG ORDER	EMPS4STS5RBW mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 18 LED, Tricolor - Red/Blue/White REAR 1/4 CARGO WINDOW	2	148.55	297.10T
SOS PMP2WSSSB	Dual Windshield Mpower Light Shrouds for the 3 and 4 Inch Fascia Stud Mount Light	2	19.00	38.00T
NG ORDER	PMP2BK012 SIDE MOUNT BRACKET" MPOWER	2	22.00	44.00T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue - REAR TAIL LIGHT STROBES	2	92.49	184.98T
MD HE-TL1	White Auxiliary Lighting Pod - 1.5x3 Inch, 3 LED - HATCH DOME LIGHT	2	48.95	97.90T
MD HE-TL1R	RED AUXILIARY LIGHTING POD - 1.5X3 INCH, 3 LED - HATCH DOME LIGHT	1	58.95	58.95T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/	2	148.55	297.10T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White - REAR HATCH WARNING LIGHTS			
	SIREN			0.00
NG ORDER	ENGSA5200HPP bluePRINT® 500 Series Handheld Remote Control System, 10-16v - 200 watt dual-tone	1	1,249.95	1,249.95T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	210.06	420.12T
	ACCESSORIES			0.00
NG ORDER	CONSOLE SAFE 2020 TO 2024 FORD EXPLORER MODEL LD2033EX	1	395.00	395.00T
NG ORDER	JD 425-3816 MAGNETIC MIC	2	44.95	89.90T
NG ORDER	NG7615 12V SOLENOID TIMER UNIT ADJUSTABLE	1	189.99	189.99T
NG ORDER	100A WG AUTOMOTIVE 12V CIRCUIT BREAKER	1	34.99	34.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	600.00	600.00
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	395.00	395.00T
NG INSTALATION	INSTALLATION LABOR CHARGE FOR ABOVE EQUIPMENT PER LATHROP POLICE DEPARTMENT SPEC & ONE EACH DEPARTMENT SUPPLIED RADIO & ANTENNA 1EA FUEL SENSOR BALLASTIC PANELS LVL III+	1	5,250.00	5,250.00T
NG ORDER	01-00358 FORD UTILITY 2020 & NEWER LVL III+ DRIVER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	DRIVER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG ORDER	01-00359 FORD UTILITY 2020 & NEWER LVL III+ PASSENGER SIDE FRONT DOOR	1	1,499.00	1,499.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	PASSENGER SIDE BALLISTIC PANEL	1	500.00	500.00T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	125.00	125.00T
NG WINDOW TINT	WINDOW TINT PER DEPARTMENT SPEC WINDOW TINT PER DEPARTMENT SPEC 35% WINDOW BROW 5% ALL WINDOWS	1	550.00	550.00T

SUBTOTAL	16,878.07
TAX	1,424.33
TOTAL	\$18,302.40

Accepted By

Accepted Date

NextGen Alpha Upfitting

8400 Carbide Ct. Suite A
 Sacramento, CA 95828 US
 +19164235052

Sumeet@NextGenAlphaUpfitting.Net
 NEXTGENALPHAUPFITTING.NET

Estimate

ADDRESS
 Lathrop Police Department
 Lathrop Pd
 940 River Islands Parkway,
 Lathrop, CA 95330

SHIP TO
 Lathrop Police Department
 Lathrop Pd
 940 River Islands Parkway,
 Lathrop, CA 95330

ESTIMATE #	DATE	EXPIRATION DATE
1989	08/27/2024	09/27/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	LATHROP F150 24 SPECIAL TRUCK LIGHTING			
NG ORDER	ENFWB01G09 nFORCE® Interior LED Lightbar RW/BW FORD F150 2024	1	1,134.30	1,134.30T
SOS ENT2B3D	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Red/White	1	198.55	198.55T
SOS ENT2B3E	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Dual Color - Blue/White	1	198.55	198.55T
NG ORDER	EMPS4STS5RBW mpower HD® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32Vdc, 18 LED, Tricolor - Red/Blue/White FRONT PUSH BUMPER LIGHTING & SIDE OF PUSH BUMPER	4	148.55	594.20T
NG ORDER	PMP4BKRKLB MPOWER HD ROCKER BRACKET FOR SIDE OF PUSH BUMPER	2	24.99	49.98T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White UPPER FRONT & UPPER REAR FENDER	4	148.55	594.20T
SOS EMPS2SMS5RBW	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White RUNNING BOARD	4	148.55	594.20T
SOS ELUC3H010J	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher Dual Color Red/Blue REAR TAIL LIGHT	2	92.49	184.98T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
SOS ECVDMLTAL00	LED Dome Light, 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens SIREN/SPEAKER	1	89.45	89.45T
SOS ENGSA582RSP	500 series remote siren with button control, 10-16v	1	1,149.50	1,149.50T
SOS ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt PUSH BUMPER/WRAPS	1	210.06	210.06T
NG ORDER	36-54085 WESTIN Push Bumper EliteXD F150 24	1	758.36	758.36T
NG ORDER	36-54085PB WESTIN F-150 Police Responder - Elite Pit Bar F150 24	1	495.00	495.00T
NG ORDER	36-6015SMP2 WESTIN PUSH BUMPER LIGHT CHANNEL 33.1 MPOWER HD 2 HOLE CONSOLE/COMPUTER RACK/DOCKING STATION	1	50.56	50.56T
NG ORDER	CC-21F1-0713-OS 2021+ Ford F150 20" wide-body console; open storage along drivers side; 7" slope, 13" level	1	621.00	621.00T
NG ORDER	TPS FP-SO500-R SOUNDOFF FACEPLATE	1	0.00	0.00T
TPS FP-MXTL2500	3" FACEPLATE MOTOROLA XTL2500/ XTL5000 / APX6500 05,07, REMOTE HEAD	1	0.00	0.00T
TPS FP-BLNK1	1" BLANK FILLER PLATE	1	0.00	0.00T
TPS FP-BLNK2	2" BLANK FILLER PLATE	1	0.00	0.00T
TPS FP-BLNK3	3" BLANK FILLER PLATE	1	0.00	0.00T
TPS FP-USB-2DC	2" FACEPLATE DC OUTLET / USB CUTOUTS ELECTRONICS INCLUDED	1	68.96	68.96T
TPS AC-INBHG	INTERNAL DUAL BEVERAGE HOLDER	1	52.85	52.85T
TPS AC-MCM1	MICROPHONE CLIP PLATE AND CLIP ASSEMBLY	2	15.39	30.78T
TPS AC-TB-ARMMNT-58	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST WITH STANDARD SIZE ARM REST FOAM PAD	1	175.55	175.55T
TPS CM-UMSH-SA-LED	CONSOLE SHORT BRACKET U-MOUNT COMPUTER MOUNT WITH ROTATING SWING-ARM	1	317.95	317.95T
NG ORDER	GETAC S410 - DOCKING STATION MOUNT WITH POWER	1	1,295.00	1,295.00T
NG ORDER	GETAC S410 DOCKING STATION POWER SUPPLY GUN LOCK	1	189.99	189.99T
NG ORDER	GK10301S1U D T-Rail Mount 1 Small & 1 Universal Lock #2 Key	1	532.69	532.69T
NG ORDER	GF1382FDT15F150 - TRAIL FREE STANDING KIT ELECTRICAL ACCESSORIES	1	369.00	369.00T
MM MMSU-1	Magnetic Mic Single Unit 1 Single Unit Conversion Kit	2	39.99	79.98T
BSS 7615B	ATD Automatic Timer Disconnect	1	189.99	189.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and	1	65.49	65.49T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Cover			
NG ORDER	100 AMP 12V CIRCUIT BREAKER	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	450.00	450.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	225.00	225.00T
NG INSTALATION	INSTALLATION CHARGE FOR ALL LIGHTING, PUSH BUMPER, WRAPS, CONSOLE, COMPUTER STAND, DOCKING STATION, WEAPONS RACK, WIRING, PROGRAMMING & DEPT SUPPLIED 1EA RADIO & 3EA ANTENNA WIRE CABLE CABLE AND AXON SYSTEM(PRE-WIRE IF POSSIBLE), INSTALLATION OF OPTICOM - OPTICOM TO BE WIRE CODE 3 OP AND BUTTON CONTROLLED AND GPS UNIT & 1 EA FUEL SENSOR BALLASTIC PANELS	1	6,500.00	6,500.00T
NG ORDER	01-00421 LVL III+ FRON DRIVER DOOR BALLASTIC PANEL F150 21+	1	1,549.00	1,549.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	INSTALLATION CHARGE FOR FRONT DRIVER SIDE LVLIII+ BALLASTIC PANEL	1	500.00	500.00T
NG ORDER	01-00422 LVL III+ FRON PASSENGER DOOR BALLASTIC PANEL F150 21+	1	1,549.00	1,549.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
NG INSTALATION	INSTALLATION CHARGE FOR FRONT PASSENGER SIDE LVLIII+ BALLASTIC PANEL	1	500.00	500.00T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	200.00	200.00T
PC ORDER	UNDER THE REAR SEAT ELECTRICAL BOX	1	500.00	500.00T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	25.00	25.00T
PC INSTALLATION	INSTALLATION LABOR CHARGE FOR UNDER SEAT EQUIPMENT BOX	1	100.00	100.00T

SUBTOTAL	22,489.11
TAX	1,967.80
TOTAL	\$24,456.91

Accepted By

Accepted Date

ATTACHMENT

-D-

CITY OF LATHROP

EMERGENCY SERVICE CONTRACT WITH MANTECA COLLISION PROS FOR AUTOBODY PAINT AND DECAL SERVICES FOR FIFTEEN (15) VEHICLES FOR THE CITY OF LATHROP POLICE DEPARTMENT

THIS AGREEMENT, dated for convenience this _____ day of **September 2024** is by and between **MANTECA COLLISION PROS** ("CONTRACTOR") and the **CITY OF LATHROP**, a California municipal corporation ("CITY").

RECITALS:

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform autobody paint and decal services of police vehicle equipment, which will be required by this agreement; and

WHEREAS, the Lathrop Police Department (LPD) has an urgent need for new vehicles a due to the growth of the City and replacement of vehicles that have met their life span which hinders LPD's ability to ensure and maintain essential police services; and

WHEREAS, CONTRACTOR is familiar with LPD's Police vehicle builds and is able and willing to render such services immediately to efficiently and timely maintain essential public services pursuant to LMC 2.36.080; and

WHEREAS, pursuant to LMC 2.36.080, purchasing procedures may be eliminated in emergency situations to efficiently and timely maintain essential public services for the preservation of public health, safety, and welfare of the community; and

NOW, THEREFORE, CONTRACTOR and the CITY agree as follows:

AGREEMENT

(1) **Scope of Service**

CONTRACTOR agrees to perform services in accordance with the scope of work and fee proposal provided by the CONTRACTOR, attached hereto as Exhibit "A", and incorporated herein by reference. CONTRACTOR agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY's satisfaction by December 31, 2024.

(2) **Compensation**

CITY hereby agrees to pay CONTRACTOR a sum-not-to-exceed \$75,393 for the purchase and installation of police vehicle equipment as set forth in Exhibit "A". CONTRACTOR shall be paid within thirty (30) days of receipt of billings containing

CITY OF LATHROP – EMERGENCY CONTRACT WITH MANTECA COLLISION PROS FOR AUTOBODY PAINT AND DECALS FOR POLICE VEHICLES

all information contained in Paragraph 5 below. In no event shall CONTRACTOR be entitled to compensation for work not included in Exhibit “B” unless a written change order or authorization is executed describing the extra work and payment terms prior to the commencement of the work.

(3) Effective Date and Term

The effective date of this Agreement is **September ____**, 2024 and it shall terminate no later than **December 31, 2024**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONTRACTOR shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S City Manager. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S City Manager.

(8) Assignment of Personnel

CITY OF LATHROP – EMERGENCY CONTRACT WITH MANTECA COLLISION PROS FOR AUTOBODY PAINT AND DECALS FOR POLICE VEHICLES

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including

CITY OF LATHROP – EMERGENCY CONTRACT WITH MANTECA COLLISION PROS FOR AUTOBODY PAINT AND DECALS FOR POLICE VEHICLES

death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as additional insured with coverage from ISO form CG 20 10 or its equivalent. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance, and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (d) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY

CITY OF LATHROP – EMERGENCY CONTRACT WITH MANTECA COLLISION PROS
FOR AUTOBODY PAINT AND DECALS FOR POLICE VEHICLES

may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

(10) Indemnification - CONTRACTOR'S Responsibility

Notwithstanding anything contrary to anything contained in the Agreement CONTRACTOR agrees to defend and hold City of Lathrop harmless from and against any and all loss, cost, liability and expense from third party claims where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct. User shall indemnify, defend, protect and hold CONTRACTOR harmless from and against any and all property loss claims including all third party property losses except where any equipment provided and installed by CONTRACTOR hereunder is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the system merely contributes to a loss or injury started from another source), or where an employee of CONTRACTOR causes personal injury or property damage in performing the installation or servicing of equipment while on User's premises or where the loss or injury is caused by negligent acts or omissions of installers or maintenance personnel of CONTRACTOR, constituting intentional and willful misconduct. For any third-party losses where CONTRACTOR's actions while on site are the sole and direct cause of aforesaid loss vs equipment or monitoring failure, CONTRACTOR has the duty to defend as set forth in Section 2778 of the California Civil Code.

CITY OF LATHROP – EMERGENCY CONTRACT WITH MANTECA COLLISION PROS FOR AUTOBODY PAINT AND DECALS FOR POLICE VEHICLES

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONTRACTOR, its employees, agents, or subcontractors by federal or state law, CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and CONTRACTOR shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses

CONTRACTOR shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this Agreement.

(14) Funding

CONTRACTOR agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

CITY OF LATHROP – EMERGENCY CONTRACT WITH MANTECA COLLISION PROS
FOR AUTOBODY PAINT AND DECALS FOR POLICE VEHICLES

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Parks, Recreation, and Fleet Services Dept.
390 Towne Centre Drive
Lathrop, CA 95330

MAIN: (209) 941-7370
FAX: (209) 941-7449

To Contractor: Manteca Collision Pros
140 Edison Street
Manteca, CA 95336

Phone: (209) 249-0493

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all

CITY OF LATHROP – EMERGENCY CONTRACT WITH MANTECA COLLISION PROS FOR AUTOBODY PAINT AND DECALS FOR POLICE VEHICLES

documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONTRACTOR. In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder,

CITY OF LATHROP – EMERGENCY CONTRACT WITH MANTECA COLLISION PROS FOR AUTOBODY PAINT AND DECALS FOR POLICE VEHICLES

the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to Proceed.


(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – EMERGENCY CONTRACT WITH MANTECA COLLISION PROS FOR AUTOBODY PAINT AND DECALS FOR POLICE VEHICLES

Approved as to Form:

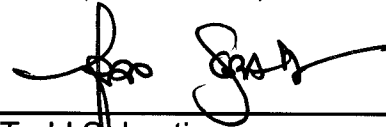
City of Lathrop
City Attorney



Salvador Navarrete 9.5.2024
Date

Recommended for Approval:

City of Lathrop
Parks, Recreation, and Fleet Services Department



Todd Sebastian 9.5.2024
Date
Director

Approved By:
Reso #:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONTRACTOR:

Manteca Collision Pros
140 Edison Street
Manteca, CA 95336

Fed ID # 27-2931549

Business License # 262970

Signature Date

(Print Name and Title)

EXHIBIT A



MANTECA COLLISION PROS
 MANTECA AUTOBODY INC
 SAL@MANTECAABSHOP.COM
 140 West Edison Street, MANTECA, CA 95336
 Phone: (209) 249-0493
 FAX: (209) 249-3696

Workfile ID: F7542f59
 PartsShare: 878KtY
 Federal ID: 27-2931549
 State EPA: CAL000355046
 License Number: 13687
 BAR: ARD00262970

Preliminary Estimate

Customer: City of Lathrop

Written By: Hansel Solares

Insured: City of Lathrop
 Type of Loss:
 Point of Impact:

Policy #:
 Date of Loss:

Claim #:
 Days to Repair: 0

Owner:
 City of Lathrop

Inspection Location:
 MANTECA COLLISION PROS
 140 West Edison Street
 MANTECA, CA 95336
 Repair Facility
 (209) 249-0493 Business

Insurance Company:

VEHICLE

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.0L Turbocharged Gasoline Gasoline Direct Injection CREAM/OFF-WHITE

VIN:	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color: CREAM/OFF-WHITE	Mileage Out:	
State:	Production Date:	Condition:	Job #: PENDING

TRANSMISSION

Automatic Transmission
 4 Wheel Drive

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Power Driver Seat
 Power Passenger Seat

DECOR

Dual Mirrors
 Privacy Glass
 Overhead Console

CONVENIENCE

Air Conditioning
 Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Rear Defogger
 Keyless Entry
 Alarm
 Message Center
 Steering Wheel Touch Controls
 Rear Window Wiper
 Telescopic Wheel
 Climate Control
 Dual Air Condition
 Backup Camera
 Parking Sensors

RADIO

AM Radio
 FM Radio
 Stereo
 Search/Seek
 Auxiliary Audio Connection
SAFETY
 Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 4 Wheel Disc Brakes
 Traction Control
 Stability Control
 Front Side Impact Air Bags
 Head/Curtain Air Bags
 Hands Free Device
 Xenon or L.E.D. Headlamps

Blind Spot Detection
SEATS
 Cloth Seats
 Bucket Seats
 Reclining/Lounge Seats

WHEELS
 Styled Steel Wheels

PAINT
 Clear Coat Paint

OTHER
 Rear Spoiler
 California Emissions

TRUCK
 Trailer Hitch
 Trailing Package

Preliminary Estimate

Customer: City of Lathrop

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.0L Turbocharged Gasoline Gasoline Direct Injection CREAM/OFF-WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	** **		1	X		
		Note: Body labor times include removal & reinstallation of components to complete refinish such as bumper covers, doors(for jambs), trim panels, door handles, mirrors and windows.					
		Refinish labor & materials will include proper preparation & single stage paint. Door jambs to be painted where needed.					
2	#	Labor to Refinish 12 Interceptors		1	48,960.00	X	
3	#	Subl Lathrop PD Full Decals		1	13,962.00	X	
		Note: Includes 3 additional vehicles for decal wrap only @ \$930.80/ea.					
4	#	Paint Materials		1	11,520.00	X	
5	#	Sales tax on paint materials @ 8.25%		1	950.40	X	
SUBTOTALS					75,392.40	0.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Miscellaneous			75,392.40
Subtotal			75,392.40
Grand Total			75,392.40

I authorize MANTECA COLLISION PROS. to perform the needed repairs to my vehicle. Repairs include parts, labor, and diagnosis. The above estimate is based on our inspection and does not cover additional parts or labor which may be required after the work has started. Worn or damage parts, not evident on first inspection, may be discovered and you will be contacted for authorization for additional work.

Parts prices are subject to change without notice.

ACKNOWLEDGEMNT: I have read and understand the above estimate and authorize repair services to be performed, including sublet work and acknowledge receipt of this estimate. An express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs completed.

Repair Authorized By:

Signed: _____ Date: _____

Supplement Authorized By:

Amount: _____ Signed: _____ Date: _____

Work Accepted By:

Signed: _____ Date: _____

POWER OF ATTORNEY: I do hereby appoint the aforementioned business as my attorney in fact to accept on my

Preliminary Estimate

Customer: City of Lathrop

2025 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.0L Turbocharged Gasoline Gasoline Direct Injection CREAM/OFF-WHITE

behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business account for credit on my account for repairs on my vehicle which had been released and accepted.

Signed: _____ Date: _____

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

""CURE TIME"" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

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ITEM 4.13

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH WSP USA, INC. FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Approve Amendment No. 5 to Professional Services Agreement with WSP USA, Inc. for the Manthey Road Bridge Replacement Project, CIP PS 12-04 and Approve Budget Amendment**

SUMMARY:

The existing Manthey Road Bridge across the San Joaquin River was built in 1926 and has been identified by Caltrans for rehabilitation or replacement to maintain public safety. The City applied for and received grant funding for the replacement of the bridge from the Federal Highway Administration (FHWA) through the Highway Bridge Program (HBP). Caltrans administers the Federal funding on behalf of FHWA and oversees the environmental clearance process.

Recently, Caltrans requested additional services to complete the environmental clearance process that were not previously identified, triggered by two new events. The events are as follows:

- Reversal of decision by Caltrans on documentation needed to satisfy Section 106 (cultural studies) requirements.
- The recent change in status for the SF Bay-Delta Long Fin Smelt.

Staff is requesting Council approve Amendment No. 5 with WSP for a total cost of \$59,034.13 to provide additional services. An additional \$90,000 is needed for incidental and unforeseen costs associated with the project such as miscellaneous costs and staff time. Therefore, staff is also requesting Council approve a budget amendment transferring \$75,000 from the W/C Lathrop Local Transportation CFF Fund 2320 and \$75,000 from the RTIF Lathrop Local West CFF Fund 2360 to the Manthey Road Bridge Replacement Project.

BACKGROUND:

On February 3, 2014, Council approved a contract with WSP in the total amount of \$1,411,350 for Preliminary Engineering and Environmental Services associated with the Manthey Road Bridge Replacement Project CIP PS 12-04. The existing bridge

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING**APPROVAL OF AMENDMENT NO. 5 WITH WSP USA, INC. FOR PROFESSIONAL SERVICES AGREEMENT FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04**

across the San Joaquin River was built in 1926 and has been identified by Caltrans for rehabilitation or replacement to maintain public safety. The project will replace the existing Manthey Road Bridge which is located approximately 0.3 miles northeast of Stewart Road.

On July 20, 2015, Council approved Amendment No. 1 to amend the original project scope and include the preparation of an Extended Phase I (XPI) cultural survey, a Feasibility Study, and a Water Quality Assessment Report per Caltrans direction. The cost of including the additional services was \$162,019, which was included in the FY 15/16 budget for the Manthey Road Bridge Replacement Project PS 12-04.

In order to expand the technical studies, continue the Extended Phase I (XPI) cultural survey, and prepare a higher class of action for National Environmental Policy Act (NEPA) compliance, Council approved Amendment No. 2 with WSP on April 9, 2018. The total amount for Amendment No. 2 was \$330,957 with a termination date of June 30, 2019. However, more time was needed for the completion of the original scope of services and City staff extended the term of the Agreement by an additional 36 months through a letter agreement known as Amendment No. 3. No additional cost was identified, and the termination date was extended to June 30, 2022.

Furthermore, Amendment No. 4 dated April 27, 2022 was added to satisfy the requirements from Caltrans Cultural Studies Office (CSO), a project-specific Programmatic Agreement (PA) was needed to address archaeological sensitivity. WSP also need to perform additional preliminary engineering and cost estimates to evaluate the cost impact to the project due to elimination of the Reinforced Concrete Box (RCB). The Total amount for Amendment No. 4 was \$86,900.

Staff is requesting Council approve Amendment No. 5 with WSP to provide additional coordination services (included as Attachment B) and extend the term of the Agreement until June 30, 2025. Staff is also requesting Council approve a budget amendment transferring \$75,000 from the W/C Lathrop Local Transportation CFF Fund 2320 and \$75,000 from the RTIF Lathrop Local West CFF Fund 2360 to the Manthey Road Bridge Replacement Project to fund Amendment No. 5 and the incidental and unforeseen costs associated with the project.

REASON FOR RECOMMENDATION:

Approval of Amendment No. 5 with WSP USA, Inc. will allow the project to move forward as intended. Staff is requesting City Council to approve Amendment No. 5 between the City of Lathrop and WSP USA, Inc. to provide the additional coordination services needed. The proposed Amendment No. 5 will also include a budget amendment to add the cost of \$59,034.13 for the additional services needed.

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
APPROVAL OF AMENDMENT NO. 5 WITH WSP USA, INC. FOR PROFESSIONAL SERVICES AGREEMENT FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

FISCAL IMPACT:

Staff request City Council approve a budget amendment transferring \$75,000 from the W/C Lathrop Local Transportation CFF Fund 2320 and \$75,000 from the RTIF Lathrop Local West CFF Fund 2360 to the Manthey Road Bridge Replacement Project, CIP PS 12-04 as follows:

Increase Transfer Out 2320-9900-990-9010		\$75,000
Increase Transfer Out 2360-9900-990-9010		\$75,000
Increase Transfer In 3310-9900-393-0000	PS 12-04	\$150,000
Increase Expenditure 3310-8000-420-8300	PS 12-04	\$150,000

ATTACHMENTS:

- A. Resolution Approving Amendment No. 5 to the Professional Services Agreement with WSP USA, Inc. for the Manthey Road Bridge Replacement Project, CIP PS 12-04 and Approving Budget Amendment
- B. Contract Amendment No. 5 with WSP USA, Inc. to Professional Services Agreement for the Manthey Road Bridge replacement Project, CIP PS 12-04

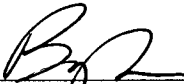
CITY MANAGER'S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
APPROVAL OF AMENDMENT NO. 5 WITH WSP USA, INC. FOR PROFESSIONAL SERVICES AGREEMENT FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

APPROVALS:



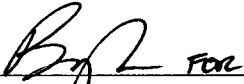
Leisser Mazariegos
Project Manager

9.3.2024
Date



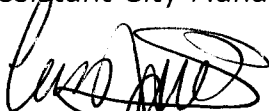
Brad Taylor
City Engineer

9/4/2024
Date



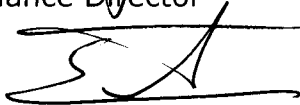
Michael King
Assistant City Manager

9/4/2024
Date



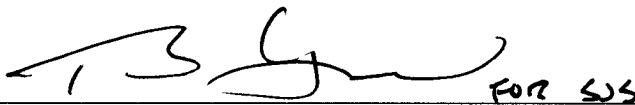
Cari James
Finance Director

9/4/2024
Date



Salvador Navarrete
City Attorney

9-4-2024
Date



Stephen J. Salvatore
City Manager

9/4/2024
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH WSP USA, INC. FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04 AND APPROVING BUDGET AMENDMENT

WHEREAS, on February 3, 2014, Council approved a Professional Consulting Services Agreement with WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) in the total amount of \$1,411,350 for Preliminary Engineering and Environmental Services associated with the Manthey Road Bridge Replacement Project, CIP PS 12-04; and

WHEREAS, on July 20, 2015, Council approved Amendment No. 1 to amend the original project scope and include the preparation of an Extended Phase I (XPI) cultural survey, a Feasibility Study, and a Water Quality Assessment Report per Caltrans direction, in the amount of \$162,019; and

WHEREAS, in order to expand the technical studies, continue the Extended Phase I (XPI) cultural survey and prepare a higher class of action for National Environmental Policy Act (NEPA) compliance, Council approved Amendment No. 2 with WSP on April 9, 2018, in the amount of \$330,957; and

WHEREAS, the termination date for Amendment No. 2 was on June 30, 2019. However, more time was needed for the completion of the original scope of services and the City extended the term of the Agreement by an additional 36 months through a letter agreement known as Amendment No. 3 dated May 20, 2020. No additional cost was identified and the new termination date was extended to June 30, 2022; and

WHEREAS, on April 11, 2022, Council approved Amendment No. 4 to amend the project scope for a project-specific Programmatic Agreement (PA) that was needed in order to satisfy the requirements from the California Department of Transportation (Caltrans) Cultural Studies Office (CSO). WSP also needed to provide additional coordination services that include preliminary engineering and cost estimates to evaluate the cost impact to the project due to elimination of the Reinforced Concrete Box (RCB); and

WHEREAS, staff requests Council approve Amendment No. 5 with WSP USA, Inc. for a total cost of \$59,034.13 to provide additional coordination services related to the environmental clearance process for the Project (detailed in Attachment B of the City Manager's Report) and extend the term of the Agreement until June 30, 2025. An additional \$90,000 is needed for incidental and unforeseen costs associated with the project such as miscellaneous cost and staff time; and

WHEREAS, staff also requests City Council approve a budget amendment transferring \$75,000 from the W/C Lathrop Local Transportation CFF Fund 2320 and \$75,000 from the RTIF Lathrop Local West CFF Fund 2360 to the Manthey Road Bridge Replacement Project, CIP PS 12-04 as follows:

Increase Transfer Out 2320-9900-990-9010		\$75,000
Increase Transfer Out 2360-9900-990-9010		\$75,000
Increase Transfer In 3310-9900-393-0000	PS 12-04	\$150,000
Increase Expenditure 3310-8000-420-8300	PS 12-04	\$150,000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Amendment No. 5 with WSP USA, Inc. to provide additional coordination services (detailed in Attachment B of the City Manager’s Report), and extend the term of the Agreement until June 30, 2025; and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment as detailed above.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

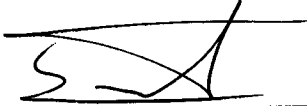
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

AMENDMENT NO. 5

TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN
THE CITY OF LATHROP AND WSP USA, INC. DATED FEBRUARY 3, 2014

FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

THIS AMENDMENT (hereinafter “AMENDMENT NO. 5”) to the agreement between WSP USA, Inc. and the City of Lathrop dated February 3, 2014, (hereinafter “AGREEMENT”) dated for convenience this **9th day of September 2024** is by and between **WSP USA, Inc.** (“CONSULTANT”) and the **City of Lathrop** (“CITY”), a California municipal corporation.

RECITALS:

WHEREAS, CONSULTANT and CITY entered into an AGREEMENT to provide Professional Consulting Services for the Manthey Road Bridge Replacement Project, CIP PS 12-04 dated February 3, 2014, in the amount of \$1,411,350.00; and

WHEREAS, on July 20, 2015, CONSULTANT and CITY entered into AMENDMENT NO. 1 for additional Professional Consulting Services including the preparation of an Extended Phase I (XPI) cultural survey, a Feasibility Study, and a Water Quality Assessment Report, in the amount of \$162,019.00; and

WHEREAS, on April 9, 2018, CONSULTANT and CITY entered into AMENDMENT NO. 2 for additional Professional Consulting Services including the preparation of a higher class of action for National Environmental Policy Act (NEPA) compliance, in the amount of \$330,957.00; and

WHEREAS, on May 20, 2020, CONSULTANT and CITY entered into a letter agreement known as AMENDMENT NO. 3 to extend the term of the Agreement by an additional 36 months to a new termination date of June 30, 2022; and

WHEREAS, on April 11, 2022, CONSULTANT and CITY entered into a letter agreement known as AMENDMENT NO. 4 for additional Professional Consulting Services and to extend the term of the Agreement until June 30, 2024; and

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

(1) Scope of Service. Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CONSULTANT agrees to perform services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated fully herein by this reference. The aforementioned work is in addition to the scope of work in the original AGREEMENT dated February 3, 2014, Amendment No. 1 dated July 20, 2015, Amendment No. 2 dated April 9, 2018, letter agreement known as Amendment No. 3 dated May 20, 2020 and Amendment No. 4 dated April 11, 2022 for Professional Consulting Services.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and the CITY’S satisfaction.

(2) Compensation. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional sum of **\$59,035.00** for the Professional Consulting Services set forth in Exhibit "A" of this AMENDMENT NO. 5, with a total sum not to exceed of \$2,050,261.00 (\$1,411,350.00 for the original AGREEMENT, \$162,019.00 for Amendment No. 1, \$330,957.00 for Amendment No. 2, letter agreement known as Amendment No. 3 at no additional cost, \$86,900.00 for Amendment No. 4 and \$59,035.00 for AMENDMENT NO. 5. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 5 is **SEPTEMBER 9, 2024** and it shall terminate no later than **June 30, 2025**. AMENDMENT NO. 5 hereby extends the term of the original AGREEMENT to June 30, 2025. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability To Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated February 3, 2014 and Amendment No. 1 dated July 20, 2015, Amendment No. 2 dated April 9, 2018, Letter agreement known as Amendment No. 3 dated May 20, 2020 And Amendment No. 4 dated April 11, 2022 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

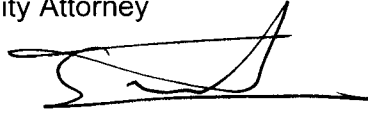
(5) Signatures

The individuals executing this AMENDMENT NO. 5 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 5 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – WSP USA, INC.
AMENDMENT NO. 5 FOR PROFESSIONAL CONSULTING SERVICES FOR THE MANTHEY
ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

9-4-2024

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

WSP USA, Inc.
2329 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

Fed ID # 11-1531569
Lathrop Business License # 20842

Signature

Date

Print Name and Title



Date: 8/12/2024

Department of Public Works
City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330
Attention: Michael King

RE: Manthey Road Bridge Replacement Project
Contract Amendment #5

Dear Michael,

WSP has prepared this contract amendment for the above project. This contract amendment covers reinitiating consultation with the USFWS due to the listing of longfin smelt, completing the Section 106 process, and revising the draft Final IS/EA and decision documents due to incorporate text related to cultural and biological resources and revisions to the IS/EA template.

For more details concerning added scope of services and corresponding budget amounts, please see the attached information.

Please don't hesitate to contact me with any questions.

Sincerely,
WSP USA Inc

A handwritten signature in black ink, appearing to read 'James Gomez'.

James Gomez
Project Manager

Enclosed: Supplemental #5 Scope and Cost Proposal



Scope of Work

WSP is requesting to extend this contract through 6/30/2025. There are several remaining deliverables/issues that have been delayed primarily due to Caltrans schedules. Those include conferencing or reinitiating consultation with the USFWS, completing the Section 106 process, and completing the Final IS/EA and decision documents.

Since ESA Section 7 consultation with the USFWS on the Manthey Road Bridge project was completed, longfin smelt, a fish species with potential to occur in the project area, has been proposed as an endangered species and is likely to be listed within the next year. Since the project will almost certainly still be in construction when longfin smelt is listed, the USFWS Biological Opinion (BO) would need to be updated at some point. Preparing an addendum to the biological assessment (BA) to add longfin smelt and re-initiating consultation will be necessary.

Section 106 consultation has been ongoing for several years. Originally, Caltrans District determined the appropriate document would be a Post-Review Discovery Plan (PRDP), but Caltrans Cultural Studies Office determined a Cultural Resources Management Plan and implementing Programmatic Agreement would be required. These documents were prepared and have been through multiple reviews and revisions. It has now been determined that the PRDP is the appropriate document and that it must but updated address the disposition of materials from work on the levee and incorporate pertinent revisions from the CRMP.

For the Final IS/EA, the delays in the Section 106 process have resulted in the need to update the text to reflect the most recent template, and to rerun species lists and update the biological resources section several times.

The scope of work below details the steps necessary to complete the BA Addendum, the Section 106 documentation, and the Final IS/EA and decision documents.

Task 1 - Project Management

WSP anticipates that the additional scope of work included in this amendment will require an additional 12 months of project management and administration. WSP assumes 4 hours per month for the WSP project manager and 2 hours per month for its project accountant for this task. The WSP project manager will attend calls, prepare meeting notes, and will prepare progress reports.

ICF shall provide progress reporting, schedule and deliverable updates, and coordination with WSP, the City, and Caltrans. For the purposes of estimating costs, ICF assumes that 3 hours per month will be expended on project management.



Task 5.7.5 Technical Studies

Biological Resources:

An ICF fish biologist will coordinate with Caltrans to determine the type and format of the BA addendum and then prepare the addendum for City and Caltrans review. The ICF fish biologist will also support Caltrans in agency coordination. For purposes of preparing the BA addendum, it is assumed that no substantial changes to the proposed project have occurred since the BO was issued; therefore, the BA addendum will focus on evaluating project effects on longfin smelt only. It is further assumed that there will be one round of concurrent review by WSP and the City, and one round of review with Caltrans and each round of review will include a live edit call to ensure all comments are addressed. It is further assumed that ICF will address any agency comments and participate in one call with the City, Caltrans and/or USFWS.

Cultural Resources:

Caltrans CSO has determined that a PRDP is the appropriate document and that a PA and CRMP are not necessary. ICF cultural resources staff will review the 2021 PRDP in comparison to the latest CRMP and make the PRDP consistent with revisions that were incorporated into the CRMP (for instance, relating to distinguishing between resources associated with the known site and unassociated resources). A discussion of the treatment and disposition of any materials recovered from work associated with the construction of abutments or piers from beneath the levee will be added. To minimize review time and comments, the document will go through a light edit and will be formatted. We assume that there will be minimal revisions to figures and no revisions to the APE. We assume that there will be one round of review at the District level and one round of review at CSO.

Task 7 – Final Environmental Document (ED)

ICF will update the discussion of biological resources and agency consultation. The ICF fish biologist will update these sections to include the current status of the species and the initiation of conferencing with USFWS for longfin smelt. A wildlife biologist will rerun species lists at resource agencies and update the discussion as necessary. ICF will review the cultural resources discussion and update it to reference the appropriate document and dates. Some budget has been allotted for editing new text and stacking the document.

SUPPLEMENT NO. 5 COST PROPOSAL

		WSP				ICF		
TASK	Project Manager	Project Administrator	Total Labor Hours	Total Labor Cost	Total Labor Hours	Total Labor Cost	Total Cost	
	Gamez \$122.87	Tran \$49.60						
1	Project Management	48	72	\$20,162.98	24	\$6,496.66	\$26,659.64	
	Project Management	48	72	\$20,162.98	24	\$6,496.66	\$26,659.64	
7	Environmental Analysis	0	0	\$ -	198	\$32,374.49	\$32,374.49	
	BA Addendum - Draft and Final				64	\$8,718.51	\$8,718.51	
	USFWS/Caltrans Coordination				6	\$1,185.20	\$1,185.20	
	Cultural Resources				62	\$11,549.48	\$11,549.48	
	FED revisions				66	\$10,921.30	\$10,921.30	
	Total for Supplemental Tasks	48	72	\$20,162.98	222	\$38,871.15	\$59,034.13	
			OVERHEAD	158.60%				
			FIXED FEE	10.00%				
			DIRECT COSTS	\$ -			\$0.00	
			TOTAL COST	20,162.98		\$38,871.15	\$59,034.13	

ITEM 4.14

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA OFFICE OF THE TRAFFIC SAFETY (OTS)**

RECOMMENDATION: **Adopt Resolution Authorizing the Chief of Police to Accept the Selective Traffic Enforcement Program (STEP) Grant Fund Award of \$81,500 from the State of California Office of Traffic Safety (OTS)**

SUMMARY:

In January 2024, the Lathrop Police Department (LPD) submitted an application to the State of California Office of Traffic Safety (OTS) for a Selective Traffic Enforcement Program (STEP) grant. This grant is funded by the National Highway Transportation Safety Administration (NHTSA) and is administered by the OTS. The Lathrop Police Department has been tentatively awarded \$81,500 for STEP Activities.

The purpose of this grant is to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. STEP activities include the following: impaired driving enforcement, enforcement operations focused on primary crash factors, distracted driving, seat-belt enforcement, officer training, and public education and awareness programs.

LPD will be able to utilize these funds on focused traffic enforcements to mitigate traffic issues in the City due to speeding, drunk driving, distracted and reckless driving, along with purchasing traffic equipment and providing officer training. Staff recommends Council adopt resolution authorizing the Chief of Police to accept the STEP grant fund award of \$81,500 from the State of California Office of Traffic Safety and sign the final grant agreement.

BACKGROUND:

In January 2024, the Lathrop Police Department submitted an application to the State of California, Office of Traffic Safety for the STEP grant and has been tentatively awarded \$81,500 for STEP activities.

The City of Lathrop has immediate access and proximity to Interstate 5, Interstate 205, Highway 120, and Highway 99 which brings with it increased vehicle traffic from residents and visitors passing through on the freeways. An analysis of our traffic accidents from the last full calendar year has identified the most common primary collision factors in the City of Lathrop as; speeding, DUI, and unsafe lane changes. From January 1, 2023 to December 31, 2023, there were 317 total crashes within the City of Lathrop. 99 of the crashes were due to speeding, 42 caused by DUIs, and

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA OFFICE OF THE TRAFFIC SAFETY (OTS)

51 were due to unsafe lane changes. Of the 317 total crashes, 108 resulted in injury with 149 victims injured and 1 fatality. LPD also recorded 108 hit and run collisions in 2023.

The Lathrop Police Department will utilize the funding from the grant to conduct Sobriety Checkpoints, DUI saturation patrols, implement traffic enforcement operations focused on the primary collision factors, conduct pedestrian and bicycle safety operations and education, provide traffic education to the public, purchase traffic enforcement equipment, and send officers to training. We will also use the funding to work collaboratively with our neighboring agencies on focused traffic enforcements and participate in County sideshow taskforce as needed.

Acceptance of the STEP grant will allow for the purchase of traffic equipment, reimburse overtime hours directly related to additional traffic enforcements and public education, and reimburse for traffic training courses for our officers. The STEP grant is designed to earn media attention and enhance the overall deterrent effect to help reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors.

REASON FOR RECOMMENDATION:

The STEP grant will provide funding to LPD to help reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. Additionally, it will help address traffic issues such as speeding, drunk driving, distracted and reckless driving.

FISCAL IMPACT:

Acceptance of the STEP Grant award from the State of California, Office of Traffic Safety, will provide \$81,500 in funding to support our community’s law enforcement services. It will assist in offsetting the Police Department’s expenditures for the enforcement of persons driving under the influence and enforcement operations focusing on primary collision factors. The OTS grant program does not have a cost share for funding. The Council adopted budget included a potential award amount of \$78,000 for the STEP grant the under Administration Division (2190-40-50) and it will need to be moved and amended to the actual award amount within the Operations Division (2190-40-30). Additionally, funds will need to be allocated to the appropriate expenditure accounts for overtime hours, training, equipment, and supplies as follows:

<u>GL Revenue Accounts</u>	<u>Increase/(Decrease)</u>
2190-40-50-333-05-00	(\$78,000)
2190-40-30-333-05-00	\$81,500

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT
PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA
OFFICE OF THE TRAFFIC SAFETY (OTS)

<u>GL Expense Accounts</u>	<u>Increase/(Decrease)</u>
1010-40-30-410-13-00	\$55,350
2190-40-30-430-20-00	\$2,000
2190-40-30-435-20-00	\$4,150
2190-40-30-450-20-00	\$20,000
<u>Increase Transfer In</u>	
1010-99-00-393-00-00	\$55,350
<u>Increase Transfer Out</u>	
2190-99-00-990-90-10	\$55,350
<u>Decrease Transfer In</u>	
1010-99-00-393-00-00	(\$78,000)
<u>Decrease Transfer Out</u>	
2190-99-00-990-90-10	(\$78,000)

ATTACHMENTS:

- A. Resolution Authorizing the Chief of Police to Accept the Selective Traffic Enforcement Program (STEP) Grant Fund Award of \$81,500 from the State of California Office of Traffic Safety (OTS)
- B. Tentative Draft Grant Agreement for the Selective Traffic Enforcement Program (STEP)

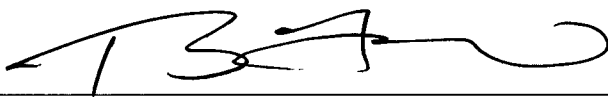
CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AUTHORIZE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT
PROGRAM (STEP) GRANT FUND AWARD FROM THE STATE OF CALIFORNIA
OFFICE OF THE TRAFFIC SAFETY (OTS)

APPROVALS:



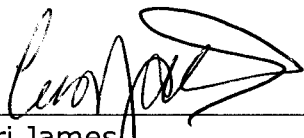
Stephen Sealy
Chief of Police

8/26/2024
Date



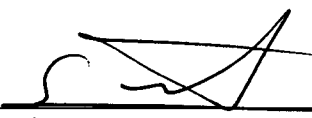
Thomas Hedegard
Deputy City Manager

8/27/24
Date



Cari James
Finance Director

8/27/2024
Date



Salvador Navarrete
City Attorney

8-26-2024
Date



Stephen J. Salvatore
City Manager

8-30-24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUND AWARD OF \$81,500 FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS)

WHEREAS, in January 2024, the Lathrop Police Department (LPD) submitted an application to the State of California Office of Traffic Safety (OTS) for a Selective Traffic Enforcement Program (STEP) grant; and

WHEREAS, this grant is funded by the National Highway Transportation Safety Administration (NHTSA) and is administered by the OTS; and

WHEREAS, LPD has been tentatively awarded \$81,500 for STEP Activities; and

WHEREAS, LPD will utilize the funding from the grant to conduct Sobriety Checkpoints, DUI saturation patrols, implement traffic enforcement operations focused on the primary collision factors, conduct pedestrian and bicycle safety operations and education, provide traffic education to the public, purchase traffic enforcement equipment, and send officers to training; and

WHEREAS, LPD will also use the funding to work collaboratively with our neighboring agencies on focused traffic enforcements and participate in County sideshow taskforce as needed; and

WHEREAS, acceptance of the STEP Grant award from the State of California, Office of Traffic Safety, will provide \$81,500 in funding to support our community's law enforcement services; and

WHEREAS, the OTS grant program does not have a cost share for funding; and

WHEREAS, the Council adopted budget included a potential award amount of \$78,000 for the STEP grant the under Administration Division (2190-40-50) and it will need to be moved and amended to the actual award amount within the Operations Division (2190-40-30); and

WHEREAS, funds will need to be allocated to the appropriate expenditure accounts for overtime hours, training, equipment, and supplies as follows:

<u>GL Revenue Accounts</u>	<u>Increase/(Decrease)</u>
2190-40-50-333-05-00	(\$78,000)
2190-40-30-333-05-00	\$81,500

<u>GL Expense Accounts</u>	<u>Increase/(Decrease)</u>
2190-40-30-410-13-00	\$55,350
2190-40-30-430-20-00	\$2,000
2190-40-30-435-20-00	\$4,150
2190-40-30-450-20-00	\$20,000
 <u>Increase Transfer In</u>	
1010-99-00-393-00-00	\$55,350
 <u>Increase Transfer Out</u>	
2190-99-00-990-90-10	\$55,350
 <u>Decrease Transfer In</u>	
1010-99-00-393-00-00	(\$78,000)
 <u>Decrease Transfer Out</u>	
2190-99-00-990-90-10	(\$78,000)

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby authorize the Chief of Police to accept the Selective Traffic Enforcement Program (STEP) Grant Fund Aware of \$81,500 from the State of California Office of Traffic Safety and sign the final agreement.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

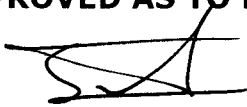
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Lathrop	3. Grant Period From: 10/01/2024 To: 09/30/2025
4. AGENCY UNIT TO ADMINISTER GRANT Lathrop Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. In addition, the department will participate in community collaboration and engagement activities to engage in conversations regarding traffic safety with the community members.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$81,500.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
<p>A. GRANT DIRECTOR NAME: Stephen Sealy TITLE: Chief of Police EMAIL: ssealy@ci.lathrop.ca.us PHONE: 2096476403 ADDRESS: 940 River Island Parkway Lathrop, CA 95330</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>	<p>B. AUTHORIZING OFFICIAL NAME: Stephen Sealy TITLE: Chief of Police EMAIL: ssealy@ci.lathrop.ca.us PHONE: 2096476403 ADDRESS: 940 River Island Parkway Lathrop, CA 95330</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>
<p>C. FISCAL OFFICIAL NAME: Thomas Hedagard TITLE: Deputy City Manager EMAIL: thedegard@ci.lathrop.ca.us PHONE: (209) 941-7329 ADDRESS: 390 Town Centre Dr Lathrop, CA 95330</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>	<p>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: KFKVB7ZSMDV6 REGISTERED ADDRESS: 390 Towne Centre Dr CITY: Lathrop ZIP+4: 95330-9358
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					AGREEMENT TOTAL	\$81,500.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	\$81,500.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$ 0.00
					TOTAL AMOUNT ENCUMBERED TO DATE	\$81,500.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

The City of Lathrop was incorporated in 1989. As of 2023, the City of Lathrop has a population of 35,080. The City encompasses 23 square miles and is located 70 miles from the Bay Area with immediate access and proximity to I-5, I-205, Highway 120, and Highway 99. The Lathrop Police Department is currently made up of forty-two (42) sworn officers that includes one Chief, two Captains, two Lieutenants, six Sergeants, two Detectives, four School Resource Officers, one Community Resource Officer, and 25 Patrol Officers, of which, two are dedicated motorcycle traffic officers.

The most common Primary Crash Factors (PCF) in the City of Lathrop are Speeding, DUI, and Unsafe Lane Changes. There were 317 total crashes within the City of Lathrop from January 1, 2023 to December 31, 2023 of which 99 were due to speeding, 42 were due to DUIs, and 51 were due to unsafe lane changes. Out of the 317 total crashes, 108 resulted in injury with 149 victims injured and 1 fatality. There were also 108 hit and runs reported within the City of Lathrop for 2023.

The Lathrop Police Department will utilize traffic data from the past year to strategically allocate the grant funds for targeted traffic enforcements that focus on the PCFs. Additionally, we would like to continue to address the community concerns of pedestrian and bicycle safety, especially for school-age children commuting to and from school by providing education and training. We will also work collaboratively with the other agencies surrounding us on focused traffic enforcements, including monthly operations, and the County sideshow taskforce as needed. Based on feedback from community members, we continue to prioritize training additional personnel and procuring equipment to support traffic enforcement operations.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle

Target Number

1

12

Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
5. Send law enforcement personnel to the DRE Recertification training.	1
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	6
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	7
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
10. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
11. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
12. Participate in highly visible collaborative Traffic Enforcement operations.	6
13. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
14. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	5
3. METHOD OF PROCEDURE A. Phase 1 – Program Preparation (1st Quarter of Grant Year) <ul style="list-style-type: none"> The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. All training needed to implement the program should be conducted in the first quarter. All grant related purchases needed to implement the program should be made in the first quarter. In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <p><u>Media Requirements:</u> Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15</p>	

deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.

- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT-25	20.600	State and Community Highway Safety	\$50,000.00
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$30,000.00
1906-25	20.611	Racial Profiling Prohibition Grants	\$1,500.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-25	\$6,500.00	2	\$13,000.00
DUI Saturation Patrols	164AL-25	\$2,500.00	6	\$15,000.00
Traffic Enforcement	402PT-25	\$1,750.00	7	\$12,250.00
Pedestrian and Bicycle Enforcement	402PT-25	\$1,500.00	2	\$3,000.00
Distracted Driving	402PT-25	\$1,500.00	2	\$3,000.00
Traffic Safety Educational Presentations	402PT-25	\$500.00	2	\$1,000.00
Collaborative Traffic Enforcement	402PT-25	\$1,100.00	6	\$6,600.00
Community Collaboration and Engagement	1906-25	\$300.00	5	\$1,500.00
Category Sub-Total				\$55,350.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	\$4,150.00	1	\$4,150.00
				\$0.00
Category Sub-Total				\$4,150.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Changeable Message Sign Trailer with Radar	402PT-25	\$20,000.00	1	\$20,000.00
Category Sub-Total				\$20,000.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	\$2,000.00	1	\$2,000.00
Category Sub-Total				\$2,000.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$81,500.00

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Community Collaboration and Engagement - Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers in Long Beach and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
Changeable Message Sign Trailer with Radar - Fully equipped changeable message sign trailer(s) with a radar device and digital display that is portable and fully programmable and will determine and display the speed of vehicles or post traffic safety information and messages during OTS funded operations.
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant.
Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)*, (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)*, (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)*, and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)*, as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- Executive Order 13988, *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST (applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Exhibit B



California Office of Traffic Safety Grant Program Manual For Federal Fiscal Year 2024

This manual establishes consistent program and project management procedures for the California Office of Traffic Safety (OTS) staff and subrecipients (agencies/organizations receiving federal grant funds from the OTS) to guide the administration of the state's highway safety program in compliance with National Highway Traffic Safety Administration guidelines. Best practice requires the OTS to have a current manual which documents standard operating procedures and the management of the highway safety program. This manual contains a written record of current approved administrative and financial procedures; however, it does not specifically address all regulations. Periodic changes and additions to the manual may be necessary to meet changing federal and state laws and/or to improve program management and fiscal procedures. When an agency or organization accepts federal safety funds, it also agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period.

GRANT PROGRAM MANUAL

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COMMONLY USED TERMS & ACRONYMS

The following commonly used terms and acronyms are provided to assist manual users. Many appear in this manual, while others are used in documents associated with the grant program management process.

ADA	Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (<u>42 U.S.C. 12101 et seq.</u>)
Annual Grant Application	Annual grant application means the document that the State submits each fiscal year as its application for highway safety grants (and amends as necessary), which provides any necessary updates to the State's most recent triennial HSP, identifies all projects the State will implement during the fiscal year to achieve its highway safety performance targets, describes how the State has adjusted its countermeasure strategy for programming funds based on the annual report, and includes the application for grants under Sections 405 and 1906.
ARIDE	Advanced Roadside Impaired Driving Enforcement - Training designed to bridge the gap between SFST and DRE that enables a police officer to observe, identify and articulate the signs of impairment caused by drugs, alcohol, or a combination of both.
Authorizing Official, Grant Director, and Fiscal Official	Agency officials within a government or public entity who have the authority to obligate the agency to a grant agreement. The individuals are responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements.
Budget	Broad grouping of expenses such as personnel costs, supplies, and equipment.
Buy America Act	Prohibits states or subrecipient from using highway grant funds under 23 U.S.C. Chapter 4 to purchase steel, iron and manufactured products, unless they are produced in <u>the U.S., under \$5,000.00</u> , or a waiver is granted by the Secretary of Transportation. (<u>23 U.S.C. 313</u>)
CalSTA	California State Transportation Agency

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Caltrans	California Department of Transportation
CFDA	Catalog of Federal Domestic Assistance - Provides a listing of all federal programs available to state and local governments; federally recognized Indian tribal governments; U.S. territories and possessions; domestic public, quasi-public and private profit and non-profit organizations and institutions; specialized groups; and individuals.
CFR	Code of Federal Regulations - A listing of general and permanent rules published in the Federal Register by the Executive branch of the federal government and federal agencies.
CHP	California Highway Patrol
CPS	Child Passenger Safety
DD	Distracted Driving
DOF	California Department of Finance
DOJ	California Department of Justice
DRE	Drug Recognition Expert - A police officer trained to recognize impairment in drivers under the influence of drugs other than or in addition to, alcohol.
DUI	Driving Under the Influence
DUID	Driving Under the Influence of Drugs
EB Method	Empirical Bayesian Ranking Method - Used by researchers and statisticians to group and give varying weights to many different factors. The OTS Rankings for cities are developed using this method, which factors in not only population and daily vehicle miles traveled, but crash records and trends to arrive at a single, more accurate ranking.
EMS	Emergency Medical Services
Employee Time Certification	Used to certify that 100% of an employee's time is federally grant funded (Form OTS-26)

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Equipment	Non-expendable - Tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more that is used only for traffic safety purposes.
Equipment Report	Details the purchase date, description, location, total cost, federal funds used, and current fair market value.
Equipment Re-Certification Report	Same as the equipment report but includes depreciation information that must be updated and filed every two years from the original date of acquisition.
FARS	Fatality Analysis Reporting System. Nationwide census providing yearly public data regarding fatal injuries suffered in motor vehicle traffic crashes. A database, created by NHTSA, of fatal traffic crashes from 1975 through present within the 50 States, the District of Columbia, and Puerto Rico. The database is updated annually and contains detailed information for crashes that result in at least one fatality.
Fair Market Value (VFM)	Is the price that property/equipment would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts. (<u>IRS Publication 561</u>)
FFATA	Federal Funding Accountability and Transparency Act - Requires subrecipients to annually report each action that obligates \$25,000 or more in federal funds.
FHWA	Federal Highway Administration
Fiscal Official	Fiscal or accounting official who has responsibility for the agency's fiscal/accounting records. Is responsible for ensuring costs are in accordance with the agency's standard policies and procedures and records are maintained.
GEMS	Grant Electronic Management System. The OTS on-line application and grant award system.
Grant	Federal fiscal funding awarded by the OTS to a government or public entity to address a specific behavioral highway safety issue.
Grantee	A government or public entity receiving a highway safety grant from the OTS. Also referred to as "subrecipient."

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Grant Agreement	Binding document between the OTS and a government or public entity outlining the terms and conditions, and programmatic and financial responsibilities of receiving federal highway safety grant funds.
Grant Claim Invoice	Expenditures incurred in support of approved grant activities that a subrecipient may submit for reimbursement.
Grant Director	The individual responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements. Is responsible for day-to-day operations of the grant.
Grants Made Easy (GME)	Templates designed to facilitate ease of preparing and submitting a grant application.
Grant Revision	A change to a grant agreement that is necessary to enhance its operational efficiency.
GPR	Grant Performance Review – A review of the subrecipient grant activities, progress in meeting goals and objectives, and financial records for compliance with federal rules.
Host Agency	A government or public entity that acts as the primary subrecipient and manager of the grant but all or most of the activity is performed by a contractor.
HVE Grant	High Visibility Enforcement is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors. An HVE grant is awarded to a law enforcement agency to target a specific traffic safety issue such as speeding or impaired driving; highly visible enforcement is coupled with a publicity strategy designed to educate the public and promote voluntary compliance with the law.
LEL	Law Enforcement Liaison – An individual employed by OTS who provides law enforcement expertise to the OTS and its subrecipients for enforcement grant site selection, appropriate grant strategies and countermeasures, and grant development as well as contacts for local, county, and state law enforcement officials, the OTS, and the Regional Office of the National Highway Traffic Safety Administration.

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NHTSA	National Highway Traffic Safety Administration - The federal agency responsible for administering the national highway traffic safety grant programs funded by federal legislation.
Non-Profit	A non-governmental entity registered as a 501(c)(3) with the California Secretary of State.
OP	Occupant Protection
Other Direct Costs	Any grant item or service costing less than \$5,000 per unit.
OTS	California Office of Traffic Safety, the state's lead traffic safety organization tasked with addressing behavioral safety issues.
OTS Rankings	Office of Traffic Safety Rankings - Developed using the Empirical Bayesian Ranking Method to enable a city or county to compare its traffic safety statistics to similar sized cities and counties.
Paid Media	Advertising (print, TV, radio, display, promoted or sponsored social media) that is disseminated by the media for a fee.
PAR	Employee-maintained timesheet or log used to account for all time spent on federal and non-federal grants and other programs.
Performance Measures	The goals and objectives that describe what the subrecipient will accomplish by implementing the traffic safety grant program (goals) and the tasks or activities that will be performed in support of the goals.
PI&E	Public Information & Education - Includes educational and promotional materials, advertising, and public relations activities.
Pre-Operational Review	A meeting held during the first 90 days after the start of the OTS grant to review the grant program manual and grant requirements.
Primary Contact	Main point of contact for the grantee (subrecipient) during the duration of the grant agreement.
Program Area Review team	The OTS Program Coordinators assigned to a program area to evaluate applications. Each team includes a program area expert.

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Program Coordinator	The OTS staff member responsible for the effective administration of grants and statewide highway safety programs.
PSA	Public Service Announcement - Public interest messages designed to raise awareness and change public attitudes and behavior towards a social issue. May be disseminated by the media for free or a fee (paid media).
QPR	Quarterly Performance Report - Prepared by the subrecipient describing tasks, activities and equipment purchases that were made in support of the goals, objectives, and objective data points in the grant.
SAM	System for Award Management- A 12-digit alpha-numeric unique entity identifier to detect different divisions of companies and provide easy reference for those seeking information.
SD/SO	Sheriff's Department/Sheriff's Office
SFST	Standardized Field Sobriety Testing - Composed of three physical exercises used by enforcement officials during a DUI detection investigation to assist in determining impairment in suspected DUI subjects.
Sole Source	Purchases or contracts awarded through a non-competitive process.
STEP	Selective Traffic Enforcement Program - Intensive enforcement of a specific traffic safety laws with extensive communication, education, and outreach informing the public about the enforcement activity.
Subrecipients	A government or public entity receiving a highway safety grant from the OTS. Also referred to as "grantee."
Subrecipient General Costs of Government	Reduction in subrecipient funds for an existing activity specifically because federal funds become available or are expected to be available to fund that same activity.
Source Documentation	Any documentation required by the OTS and/or NHTSA to support grant activities.

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SWITRS	Statewide Integrated Traffic Records System - Database used by the CHP and other law enforcement agencies to capture and review crash data by jurisdiction, location, and other criteria.
Time Sheet	Approved documentation detailing work hours performed by an employee on behalf of his/her employer during a set time period (i.e., weekly, bi-weekly, overtime).
TIMS	Transportation Injury Mapping System – Developed by the UC Berkeley Safe Transportation Research and Education Center (SafeTREC) to geocode and map the statewide crashes in an efficient and simple manner.
Title VI Assessment	Form completed by the subrecipient to ensure compliance with federal statutes and regulations relating to non-discrimination.
<i>Triennial Highway Safety Plan (3HSP)</i>	The document that the State submits once every three fiscal years documenting its highway safety program, including the State's highway safety planning process and problem identification, public participation and engagement, performance plan, countermeasure strategy for programming funds, and performance report. Outlines the state's annual expenditure of federal highway safety grant funds for priority behavioral safety programs during the federal fiscal year (October 1 – September 30).
TSRP	Traffic Safety Resource Prosecutor - Typically current prosecutors who provide training, education, and technical support to traffic crimes prosecutors and law enforcement personnel throughout the state.
TR	Traffic Records
TRIP	Traffic Records Improvement Project
Vertical Prosecution	A method of prosecution that provides for the assignment of a prosecutor to a case from the initial point of referral to the completion of the resolution resulting in continuity and improved prosecution success.

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HIGHWAY SAFETY PROGRAM

The Office of Traffic Safety (OTS), headquartered in Elk Grove, is California's lead traffic safety organization. Located within the California State Transportation Agency (CalSTA), the OTS is tasked with developing and implementing a highway safety program that addresses the behavioral factors that impact safety on the road.

Vision - "Everyone traveling on California roadways will go safely"

Mission - Effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways.

The goal of the annual program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using Federal Highway Safety Program funds, the OTS partners with political subdivisions of the state to address California's highway safety needs at the state, county, and local level. The OTS cannot directly fund a 501(c)(3) non-profit organization; however, these entities are eligible for funding through a "host" government or public entity (subrecipient) as a contractor.

DEVELOPMENT OF THE STATE HIGHWAY SAFETY PLAN

Problem Identification & Program Areas

Data analysis is essential to understanding who is crashing, where they're crashing, and why. The OTS reviews local, county, and state crash data to identify roadway users – motorists, pedestrians, bicyclists, teens, older drivers, for example – with a statistically higher crash risk. This data, combined with citation, licensing, vehicle miles traveled, and demographic information, are analyzed to help the OTS and its partners understand what is prompting crashes and the resulting injuries and fatalities on California's roadways not only statewide, but also at the county and city level. The OTS uses crash rankings to help individual cities compare their traffic safety statistics to those of a similar population size. The OTS and cities use this data to monitor progress in addressing ongoing traffic safety problems as well as to identify emerging issues.

This information is also used to develop the Triennial Highway Safety Plan (3HSP), which details the extent of California's crash problem and how federal highway safety dollars will be distributed into priority behavioral safety programs during the federal fiscal years (October 1 – September 30). The National Highway Traffic Safety Administration (NHTSA) has identified priority areas, which the agency

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determines to be effective in reducing motor vehicle crashes, injuries, and fatalities. California's 3HSP addresses NHTSA's priority program areas and others including:

NHTSA Program Priority Areas

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

The 3HSP not only describes what will be done to address these program areas, but also the goals and performance measures used to gauge progress. Program goals and performance measures are selected based on severity, economic costs and number of agencies available to implement projects using proven countermeasures. Federal regulations require that the three common performance measures (fatalities, serious injuries and fatality rate) in the 3HSP have identical performance targets with the Caltrans Highway Safety Improvement Program (HSIP). These common performance targets shall be based on a five-year rolling average (only). For more information [contact OTS](#) or visit our web page at www.ots.ca.gov/About Us.

Project Solicitation and Development

The annual project selection process begins by notifying Grant Electronic Management System (GEMS) registrants through email of the open application period for the next federal fiscal year (October 1-September 30) and of funding workshop dates held each December. The message also announces when grant application forms and instructions will be available on the [Grants/Apply Now](#) page of the OTS website.

The Regional Grant Application Workshops, facilitated by the OTS staff, may be constructed to generate interest in a particular program area identified in the 3HSP and/or to address questions about the grant application process.

Additionally, the OTS staff review crash data and encourages government or public entities (i.e., law enforcement agencies, public health, fire departments, driving under the influence [DUI] courts, district attorneys, colleges and universities, school districts, and public emergency services providers) to apply for this grant funding opportunity or to attend a workshop.

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All grant applications are due January 31. The table below details the grant application process timeline.

Annual Grant Cycle

<u>Month</u>	<u>Activity</u>
December	OTS announces upcoming grant application period OTS conducts grant workshops
January 31	Deadline to submit grant applications to OTS
February-May	OTS reviews and ranks grant applications
June	OTS submits grants to CalSTA for approval OTS notifies subrecipients of grant application status OTS holds pre-3HSP meeting with NHTSA (If applicable)
June - July	OTS holds pre-funding meetings with subrecipients (as needed) OTS develops draft grant agreements OTS submits 3HSP to NHTSA (If applicable)
July - September	OTS submits AGA to NHTSA OTS sends grant agreements to subrecipients for review & signatures
September	Signed grant agreements due to OTS
September 30	End of federal fiscal year
October 1	Federal fiscal year begins
October-December	OTS holds pre-operation meetings with subrecipients

Grant Eligibility

Before applying for a grant, all potential applicants should review the following list to ensure they meet eligibility requirements:

Are You Eligible for an OTS Grant?

The first step in obtaining grant funding is to determine if the project you want funded is eligible for Federal Funds administered by the OTS. Please review the information below before applying to see if your Agency and Program meet the funding criteria. Eligible applicants must meet the six criteria below:

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1. Will you use the funds for one of the program areas listed below?

NHTSA Program Priority Areas

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

2. Can your organization pay project expenses, and then wait 90 days to be reimbursed?
 - Project expenses are reimbursed after the grantee pays for them.
3. Is your organization a government or public entity?
 - If you are a 501c (3) non-profit organization, you will need a government or public entity as your host agency. Please contact our office for more information.
4. Have you cleared the Single Audit?
5. Do you have a SAM number?
6. Are you able to provide Traffic Safety Data that demonstrates how your program will save lives on CA roadways and be able to demonstrate using performance measures with one-year of funding?

If you are still unsure whether your project meets the criteria, contact our office for assistance at (916) 509-3030 or go to OTS Grants to start your application.

As criteria #3 indicates, the OTS cannot directly fund a 501(c)(3) non-profit organization; however, a non-profit that is registered with the California Secretary of State is eligible for funding through a "host" government or public entity (subrecipient) as a "contractor." The host agency should include funding for the "contractor" under contractual services in its grant application. The host agency, however, will be required to follow their contracting procedures. Acceptance and funding of the application does not imply an agreement or requirement for a "sole source" contract. If the contractor will receive more than \$150,000 in grant funds, the host agency should conduct a pre-award review. (For more information, refer to Non-Profits in the Grant Requirements section of this manual.)

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Grant Types

Two types of grant applications are available – **General** grants and **Grants Made Easy (GME)**. A qualifying government or public entity determines which type to use based on the problem to be addressed. Problem identification should be determined through analysis of local crash data, as well as data from the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) and the OTS Rankings for California cities and counties. The rankings, which are developed using the Empirical Bayesian Ranking or EB Method, factor in not only population and daily vehicle miles traveled, but also crash records and trends. This results in a single, more accurate ranking. Rankings are available addressing fatalities and injuries; alcohol; motorcyclists; pedestrians; bicyclists; speed-related, hit and run, and nighttime crashes; and composite.

A government or public entity should apply for a General grant if it is seeking funding to address traffic safety problems other than what are listed on a GME. Unlike a GME, which includes pre-determined goals, objectives and activities by focus area (i.e., DUI Court, EMS, Occupant Protection, Pedestrian and Bicycle Safety, Probation, Selective Traffic Enforcement Program, Traffic Records Improvement Project, and Vertical Prosecution), a General grant may be customized.

Grant Application Process and Review

Application Submission

The online GEMS provides a paperless system for application entry, the OTS review, allocation of funds, budgeting, tracking expenditures, monitoring grant performance, and supporting the development of reports required by state and federal agencies.

Grant applications must be submitted through GEMS **before 11:59 p.m. on January 31** of each year. Access to GEMS application forms is only available during the open application period; however, application training resources are available year-round. First time GEMS users are required to register and must be granted access by the OTS. Returning users can login using their existing credentials. Review the OTS GEMS webpage for more guidance.

GEMS provides an application template for each grant type that conforms to federal requirements as outlined in the CFR Title 2 Subpart A Chapter II, Subpart C 200.211 including sections for:

- Agency Identification, specific information regarding the agency including the agency SAM number;
- Problem Statement that details problem to be solved;
- Supporting Statistical Data that thoroughly documents the problem;

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- Proposed Solution, a discussion of what strategies will be taken to solve the problem (i.e., increased DUI enforcement, pedestrian education) and what resources it will leverage to implement the intervention;
- Goals & Objectives, both grant types call for goals and objectives that are specific, measurable, action-oriented, realistic, time-framed (SMART);
- Method of Procedure, includes a plan for daily managing of the grant (agency qualifications), and a plan for reducing reliance on federal grant funding in the future (sustainability);
- Evaluation, general and GME grant applications also outline media, data collection and reporting, evaluation, and administrative support requirements;
- Budget items and Budget Narrative, include a detailed budget estimate with supporting narrative, that includes all cost categories – personnel costs, travel expenses, contractual services, equipment (\$5,000 or more per unit), and direct and indirect costs. Each category must be detailed by individual line items;
- Allows upload of supporting documents - While not required, it is strongly recommended that the grant application include a letter(s) of support from the governing body (i.e., Board of Supervisors, City Council) and, if applicable, the community.

All sections of the application must be complete for GEMS to accept the submission. GEMS will provide an individual application number. The system allows for multiple entry so that an application can be built over a period of time. Guidance is provided within GEMS to explain field entry requirements. However, once submitted, the application is locked and cannot be altered by the applicant. To protect the integrity of the submission, the OTS can only view the application during its review process.

All applications successfully submitted on or before the January 31 deadline will receive the following automatically generated response via GEMS:

"Thank you for submitting your Traffic Safety Application. Applications are being reviewed for possible incorporation into our Highway Safety Plan for the next Federal Fiscal Year.

You will be notified when a decision has been reached concerning the status of your application. Thank you for your interest in traffic safety."

The status of the application is automatically updated to "Submitted".

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Grant Application Review

Once the grant application period has closed, each application goes through an evaluation process. The application is assigned to a Program Area Review Team. The OTS Program Coordinators on the team review the application to determine if it:

- Will contribute to the California Traffic Safety Program;
- Is compatible with NHTSA and OTS grant funding policies;
- Falls under the OTS' funding priorities, includes best practices and is a Strategic Highway Safety Plan priority;
- Addresses a serious problem that's supported through comprehensive crash data analysis;
- Targets high-risk populations, high-risk behaviors, and high crash locations;
- Is reasonable and proportional (strategy, time frame, budget) to the identified problem; and
- Is a continuation of an existing grant, was funded within the past five years or previously submitted and denied for funding and why.

Following this in-depth evaluation, the Review Team collectively prioritizes the applications and presents their assessment to the Branch Chiefs. The final meeting to determine funding approval involves the Review Team, the Branch Chief, the Deputy Director, and Director. The OTS then forwards its application funding recommendations to the California State Transportation Agency (CalSTA) for approval. All approved applications are included in the AGA, which is submitted on or before August 1 to NHTSA for review and approval.

Risk Assessment

The OTS is required by NHTSA, prior to making an award, to evaluate and document the risk for each entity selected for federal grant funding. The OTS will assess the applicant's risk of noncompliance with federal statutes (Single Audit Compliance & Federal Debarment), regulations and the terms and conditions of the grant as well as the applicant's financial stability, quality of management systems, history of past performance, and prior audit findings, if applicable. If the applicant does pose a risk, but the proposal has merit, the OTS may as a condition of awarding grant funds, conduct a pre-funding assessment meeting with the agency's authorities, and/or impose specific terms or conditions. This information will be used to determine the appropriate level of monitoring if a grant is awarded.

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GRANT AGREEMENT & PRE-OPERATIONS MEETING

Following CalSTA review and approval of the OTS' 3HSP and funding recommendations, the OTS will notify the government or public entity via GEMS email of the status of their application. Successful applications are converted by the OTS in GEMS to a draft grant agreement and assigned a grant number.

Draft Grant Agreement

The OTS works with the subrecipient to prepare the draft grant agreement using information included in the original grant application as well as any changes to the budget and/or strategies discussed. The draft grant agreement consists of the following documents:

- Traffic Safety Grant Agreement, Page 1 and Page 2 summarizes the terms of the contract between the subrecipient and the OTS. The page includes the grant number, grant title; name of the applicant agency; agency unit handling the grant; grant period and description; the amount of federal funds allocated; approval signatures of the Authorizing Official, Grant Director, and the Fiscal Official of the applicant agency; the authorizing official and Accounting Officer contact from the OTS; the agency's SAM number; the budget funding data; NHTSA transparency reporting requirements; and the OTS fiscal approval signature.
- The Grant Description Schedule A outlines the grant's purpose (supported by data), activities (i.e., strategies, tasks, reporting, evaluation method) and performance measures (goals and objectives), along with an administrative support statement from the appropriate governing body or official (i.e., city council, board of supervisors, county executive, city manager). All this information is taken directly from the original grant application and agency support letters.
- Detailed Budget Estimate, Schedule B, covers the entire one-year grant period (two years on an exception basis) beginning October 1 and ending September 30. Federal funding source information is provided to assist the agency with single audit compliance. Costs are divided into six categories which the government or public entity completed as applicable to its grant. (For more information on allowable costs, refer to Direct Allowable Costs in the Subrecipient Responsibilities & Procedures section of this manual.):
 - Personnel Costs – Includes all classifications applicable to the grant, the hourly rate (based on the method of compensation for that classification) and percentage applicable to

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the grant. Overtime salaries must be broken out separately from regular pay. Reasonable cost of living increases, or merit increases are estimated and included. Benefits are included under personnel costs. Estimated costs for this category should be provided by the agencies financial official.

- Travel Expense – Includes the estimated cost of grant-related travel expenses (transportation and per diem) segregated by in-state and out-of-state travel, using the subrecipient's established reimbursement rates. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources (CalHR). For rates consult the [CalHR website](#).
- Contractual Services – Describes the estimated cost of services to be provided for each contract awarded on the grant using descriptive titles (i.e., "CPS Training," "Evaluation Services," "Public Awareness Campaign") rather than a firm, agency, or individual names. Each contract must have its own sub-budget detailing the contractors' expenses. For each contract, the agency is required to follow its established contracting policies. Approval of the grant agreement does not imply agreement for a "sole source" contact.
- Equipment – Includes the estimated cost of each equipment item that costs \$5,000 per unit or more and has a useful life of more than one year. The total cost of equipment (without discounts) includes modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for grant purposes as well as tax, shipping and installation.
- Other Direct Costs – Details the estimated cost of any other allowable direct grant expenses not covered under the previous categories including services not requiring contractual agreements and minor equipment such as office supplies, printing, educational materials, radar devices, child safety seats, bike helmets, and checkpoint supplies that support the grant goals and objectives. The agency must follow its established procurement policies. (Note: If a line item cost in this category is based on an allocation, it must be identified in the line item title as "Allocated Office Supplies" or "Communication Allocation." Cost allocation plans may be requested to determine if costs are equitably distributed to the grant.)
- Indirect Cost – Details costs incurred for common or joint purposes (i.e., phone, supplies, administrative salaries) that are not a direct grant

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cost. An indirect cost benefits more than one cost objective and should be prorated equitably among all applicable functional areas. For more information on indirect costs, refer to Allowable Indirect Costs in the Subrecipient Responsibilities & Procedures section of this manual.) Estimated costs for this category should be provided by the agencies fiscal official and supported by a current FFY Indirect Cost Rate approval letter from a federal agency.

- Budget Narrative, Schedule B-1, which provides line item descriptions, in the same order as the costs detailed in the budget estimate (Schedule B), and their relationship to the grant. The narrative addresses the following:
 - Personnel Costs – Explains grant-related activities and/or responsibilities for personnel and provides itemized employee rates and benefits. (Since actual benefit costs differ for straight time and overtime hours, both rates are identified and itemized in their own benefit line.)
 - Federal guidelines prohibit using Federal grant funds to pay for routine and/or existing state or local activities that carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments. This practice is known as General Costs of Government. If a grant includes funding for straight time personnel, the OTS requires that the subrecipient include the following statement:
 - “Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.”
 - Travel Expenses – Details the travel necessary to complete grant objectives including conferences, seminars, training and/or out-of-state trips and corresponding costs using the subrecipient’s established travel policies and reimbursement rates. If no policy exists, it is noted in the narrative. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources. For rates consult the CalHR website.
 - Contractual Services – Includes a brief description of the services provided by each contract identified in the budget estimate and how they relate to the grant objectives. Each contract must have its own sub-budget with detail. For more information on contractual services, refer to Contractual Services in the *Grant Requirement* section, and

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Financial Management in *Subrecipient Responsibilities & Procedures*, and also Contractual within the same section.

- Equipment – Includes a brief description of the item(s) identified in the budget estimate, how it (they) will be used and if costs include any attachments, accessories, auxiliary apparatus, installation, or modification. Equipment brand names are not used.
- Other Direct Costs – Provides a brief description for each line item in the budget estimate by expense type, indicating how they support the grant goals and objectives. (For more information on direct allowable costs, refer to the Subrecipient Responsibilities & Procedures section in this manual.)
- Indirect Cost – Provides a brief description of how costs will be calculated (i.e., salaries, salaries and benefits). (For more information on indirect cost, refer to *Direct & Allowable* in the Subrecipient Responsibilities & Procedures section in this manual.)
- *Certifications & Assurances*, which document the federal terms, assurances and certifications that apply to the agreement between the OTS and the subrecipient. These may be reviewed in Appendix A in this manual.

Final Grant Agreement

Once the draft grant agreement is approved in GEMS, it is converted into a final grant agreement. The assigned OTS Program Coordinator e-mails a copy to the Primary Contact and Authorizing Official listed on the agreement with completion instructions. The official will also receive a GEMS User Authority form (see Authorizing Officials in the Subrecipient Responsibilities section) to designate individuals who can represent the agency for grant activities. The Authorizing Official, Grant Director, and the Fiscal Official will electronically sign the grant and the designation form. If the agreement requires governing body approval, the agency should notify the OTS of the timetable for that process.

Once the agreement is returned to the OTS, the agreement is signed by the appropriate OTS authority. The agency will then receive notification that the grant is active and can be viewed and downloaded from GEMS.

The signatures of the authorized representatives indicate that the subrecipient agrees to comply with the requirements outlined in the grant agreement. The subrecipient may not proceed with any expenditure associated with the grant

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until the authorizing Official receives notification from the OTS and it is on or after the effective grant start date.

Pre-Operational Review

The OTS conducts a pre-operational review with all subrecipients within the first 90 days (between October and December) after the grant period begins. The review is conducted either by phone, virtually, or in-person with the OTS Program Coordinator at a mutually agreed upon time and location. Since the purpose of the meeting is to review in detail the grant operational and fiscal requirements outlined in the OTS Grant Agreement, the individual(s) responsible for administering the grant should attend the meeting. The Authorizing Official, Fiscal Official, and Grant director are strongly encouraged to participate in the pre-operational review, if available. The OTS Program Coordinator will review the grant goals and objectives along with base year data; equipment report, if applicable; the grant claim invoice and detail; and quarterly performance report. After the meeting, the Pre-Operational Review, which lists all who were in attendance, what was discussed and any other pertinent information, is completed by the OTS Program Coordinator in GEMS.

GRANT REQUIREMENTS

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all **grant requirements** and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. The OTS does not represent or guarantee the availability of federal highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, the OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, the OTS reimburses the subrecipient for actual expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

Federal & State Regulations Governing the OTS Grants

The Office of Management and Budget (OMB) 2 CFR Part 200, Uniform Guidance for Federal Awards, is the federal administrative regulation under which the OTS grants operate. Agencies receiving highway safety funds must adhere to these requirements. The OTS is as restrictive as the requirements of

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2CFR Part 200 and 2 CFR Part 1201 (implementing regulations). However, in some cases, the OTS may be more restrictive to allow time for the submission of reports to NHTSA which include subrecipient information. (Refer to Appendix B, General Terms and Conditions in this manual.)

The expenses and costs eligible for reimbursement under the highway safety program are those stipulated in the approved grant budget. To be allowable, costs must be necessary, reasonable, allocable, and expended according to the appropriate federal and state statutes or grant regulations outlined in 2 CFR Part 200.416 and Appendix VII (for state, local or tribal government), 2 CFR Parts 200.418 and 200.419 and 2 CFR Part 200 Appendix III (for educational institutions) and 2 CFR 414, and Appendix IV (for private non-profit organizations other than higher education institutions or hospitals). When evaluating reasonable cost, subrecipients should consider the following:

- Is the cost generally recognized as ordinary and necessary for the performance of a government or public entity?
- Does the cost exceed the market price for comparable goods or services?
- Was restraint used and requirements followed (i.e., sound business practices, arm's length bargaining)?
- Did the person act prudently and responsibly in expending public funds?
- Did the subrecipient adhere to established procurement practices thereby ensuring the cost to the OTS is justifiable?

All procurement and contractual transactions must be conducted in a full, open and competitive manner consistent with the standards of 2 CFR Part 200.318. Sole source procurement or contracting is discouraged, because it is inconsistent with a policy of full and open competition. Grant management rules require the OTS to monitor subrecipients to ensure compliance with applicable federal requirements and cost principles. (For more information, refer to the Monitoring section in this manual and *Audit* information provided below.)

Audits

Audits are conducted to determine the fiscal integrity of financial transactions and reports, as well as compliance with laws, regulations and administrative requirements. All grants awarded by the OTS are federally funded by the U.S. Department of Transportation/NHTSA and recorded in the catalog of Federal Domestic Assistance (CFDA). If a subrecipient or its parent agency expends over \$750,000 in federal funds from any source, a single audit procedure is required by the Single Audit Act for State and Local Agencies, 1996

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Amendments, Public Law 104-156. Current code 2 CFR Subpart F - Audit, Part 200.501 describes the audit requirements. All agencies meeting this threshold, must submit a copy of their completed audit to the California State Controller's Office.

State highway safety offices are required to review the Federal Agency Clearinghouse for existing audits submitted by entities meeting the \$750,000 threshold. Annually in July, all proposed and current subrecipients that have not met the federal single audit requirement receive a letter from the OTS requesting resolution. If a subrecipient is unable or unwilling to have an audit conducted in accordance with 2 CFR Subpart F - Audit, Part 200.501, the OTS may administer the following sanctions: withhold a percentage of the grant award, withhold or disallow overhead cost, suspend the grant until the audit is conducted or an exemption certification is submitted, or terminate the grant.

In addition to the federal single audit requirement, the California Department of Finance Office of State Audits and Evaluations (OSAE) conducts financial and compliance audits and monitoring activities on behalf of the OTS in accordance with government audit standards. These audits are performed to aid the OTS in complying with federal audit requirements and grant fund oversight. (For more information, refer to the Monitoring section in this manual)

Federal Funding Accountability & Transparency Act

Passed by Congress in 2006, the Federal Funding Accountability and Transparency Act (FFATA) requires the OTS to report each action (sub-award and executive compensation) that obligates \$25,000 or more in federal funds during the grant year. The subrecipient is exempt from this requirement if, during the previous year, its gross income from all sources was less than \$300,000.

Procurement Standards (Competitive & Sole Source)

A subrecipient of federal grant funds awarded by the OTS must follow the same policies and procedures it uses for procuring goods and services with non-federal funds provided they conform to applicable state laws as well as federal laws and standards outlined in 2 CFR Part 200.318. A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OTS. State government agencies must comply with contract and procurement policies and procedures set forth in the California State Administrative Manual and the California State Contracting Manual. Three competitive bids should be secured for each purchase or service.

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Purchases or contracts awarded by a non-competitive process or sole source are allowed only when small purchase procedures, sealed bids or competitive proposals are unfeasible, and the following applies:

- Goods or services are only available from a single source.
- Public need or emergency will not permit a delay resulting from a competitive solicitation.
- Competition is determined to be inadequate after soliciting a number of sources.

Sole source approvals must be granted in accordance with the subrecipient's procurement and contracting directives addressing non-competitive procurement and contracting. All exceptions must follow state guidelines.

Buy America Act - 23 USC 313

Prohibits states and their subrecipients from using highway grant funds to purchase products over \$5,000.00, unless they are manufactured or assembled in the U.S. This prohibition applies to steel, iron and all manufactured products, unless a waiver is granted by the U.S. Secretary of Transportation. There is no minimum purchase threshold that exempts the need for a waiver under the Buy America Act.

The Buy America Act is also contained within Appendix A - Certifications and Assurances for Highway Safety Grants, which become a part of a signed grant agreement.

Contractual Services

Subrecipients may use consultants and contractors, secured through a competitive bid or proposal as previously described in the Procurement Standards in this manual, to achieve the goals and objectives outlined in a federal funded highway safety grant. However, the subrecipient should not enter into a contract until the grant agreement is signed and authorized by the OTS, and effective after the grant start date. The subrecipient is responsible for verifying contractor eligibility by checking the System for Awards Management website or adding a self-certification clause or condition to the contract (see Certification Regarding Debarment and Suspension included in Appendix A of this manual).

The subrecipient is responsible for managing all contracts issued using the OTS grant funds including:

- Ensuring the contractor complies with all contract provisions.

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- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms.
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice.
- Ensuring that all Personnel Activity Reporting (PAR) requirements are met. (For more information, refer to *Personnel Source Documentation in the Direct Allowable Cost & Source Documents* section in this manual.)

Nothing contained in the grant agreement creates a contractual relationship between the OTS or the State of California and the contractor. The subrecipient is responsible for monitoring the activities of the contractor to ensure it is achieving the desired results as outlined in the contract and grant agreement, and that federal grant funds are used for purposes authorized in the grant agreement and in compliance with federal and state statutes and regulations. The subrecipient, not the OTS or the State, is responsible for paying its contractors.

The subrecipient is the responsible party and remains liable for the performance of the terms, conditions, assurances, and certifications of the grant agreement that specifically relate to the contractor. The subrecipient is as fully responsible to the OTS and the State for the acts and omissions of its contractors and the contractor's employees as it is for its own employees. In the event of a contractual and/or administrative issue arising out of a contract entered into in support of the grant agreement, the subrecipient, not the OTS or the State of California, is responsible for resolving all disputes, claims or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct on the part of the contractor.

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Non-Profits

Contractual agreements with 501(c)(3) non-profit organizations ("contractors") registered with the California Secretary of State are allowable and must be on a cost reimbursement basis and include detailed budgets with budget narratives descriptive enough to limit misinterpretation of allowable cost items. If the value of the contract is more than \$150,000, the host agency is responsible for conducting pre-award reviews, as necessary, to determine if the non-profit can perform in accordance with the terms, conditions and specifications in the contract and all applicable state and federal requirements. The review should determine:

- the propriety of the amounts in the cost proposal;
- the ability of the contractor's accounting system to accumulate and segregate reasonable, allocable and allowable costs for charges related to the contract; and
- that the agreement complies with all applicable state and federal procurement criteria.

The pre-award audit may be waived if the non-profit has a successful history with the host agency.

Traffic Enforcement Agencies

A subrecipient's traffic enforcement personnel and any equipment funded under a grant agreement must be solely dedicated to grant supported enforcement tasks unless a crime is committed in the officer's presence, the officer is responding to a distress call, or all available enforcement personnel are responding to a riot. Nothing in the grant agreement (i.e., goals, objectives) should be interpreted as a formal or informal requirement that a police officer issue a specified or predetermined number of citations.

Institutions of Higher Education

Colleges and universities may enter into contracts to perform applicable provisions of a grant agreement. The terms and conditions of a grant agreement is detailed in [Appendix B](#).

Limitation of Liability

The subrecipient is responsible for the settlement of any and all claims and lawsuits arising from or incident to the OTS' non-payment of a subrecipient's claim. The subrecipient expressly acknowledges that their responsibility including the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims and lawsuits are based upon the OTS'

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nonpayment of claims. The subrecipient will defend any suits brought upon all such claims and lawsuits and pay all costs and expenses.

The agreement entered into with the OTS is subject to any applicable restrictions, limitations or conditions entered by the U.S. government subsequent to the execution of the grant agreement.

SUBRECIPIENT RESPONSIBILITIES & PROCEDURES

When a government or public entity accepts federal highway safety funds, it agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period. The government or public entity designated Subrecipient Authorizing Official will be notified in writing of any changes via email and/or mail.

It is critical that the agency officials carefully review the federal regulations outlined in 2 CFR Part 200 and 1201 and the certifications and assurances included in the grant agreement and in Appendix A and B in this manual. The Governor is the responsible official for the administration of California's highway safety program through the OTS (which has adequate powers and is equipped and organized to carry out the program) and must assure compliance with applicable statutes and regulations. By accepting federal highway safety funds, the government or public entity or subrecipient is also bound by these certifications and assurances.

Authorizing Official

The Authorizing Official has contract binding authority. Once the grant agreement is finalized by the OTS, the Authorizing Official will receive from GEMS an alternate signature/GEMS user authority email. The attached GEMS User Authority form (OTS-55) allows the official to delegate up to five (5) authorized users. The form is submitted to OTS via email. Retain the original form in the agencies official grant file. All individuals listed on this form and will be able to log in to GEMS for all matters relating to the OTS grant, including, but not limited to, completing and submitting Quarterly Performance Reports (QPRs) and reimbursement claims.

Grant Director

The Grant Director (i.e., police chief, police sergeant, traffic engineer) is responsible for establishing operating procedures and controls that ensure adequate administration of the grant in accordance with the terms of the agreement as well as all applicable statutes and regulations. He/she is responsible for meeting work schedules, maintaining costs within the approved

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budget(s), compiling sufficient documentation to validate grant progress and fund expenditures, submitting timely and complete grant reports, and the grant evaluation. The Grant Director must be available for periodic operational reviews with the OTS Program Coordinator.

Fiscal or Accounting Official

In addition to the Grant Director, the subrecipient must also identify the Fiscal or Accounting Official who is responsible for ensuring that budgeted costs comply with the agency's standard policies and procedures and that the agency's accounting system conforms to generally accepted accounting principles. The Fiscal Official should also carefully review the federal regulations outlined in 2 CFR Part 200 and 2 CFR Part 1201 and the certifications and assurances included in the grant agreement and in Appendix A and B in this manual.

Change Authorized Officials or Delegation

Contact the OTS for changes to the Agency officials listed on Page 1 of the grant agreement, submit an email detailing the change. The OTS will provide further instruction by email. Resubmit the OTS-55, should changes occur to those listed on that document.

Financial Management

The subrecipient must have adequate and appropriate internal controls in place for every OTS grant that assures awards are managed in compliance with state and federal statutes and regulations. These controls should ensure that all cash, real and personal property, and other assets are safe guarded and used solely for purposes authorized in the grant agreement.

A separate account or fund must be established for each highway safety grant and all grant costs should be separately and accurately recorded. Additionally, the Fiscal Official should ensure that all claims for reimbursement are limited to those specifically authorized in the grant agreement and that they are prepared using grant accounting records or a process that reconciles claims at least quarterly with the grant records.

While the OTS establishes an electronic copy file for each grant, it is strongly recommended that copies of all financial records pertaining to a grant be stored in a grant file (hard copy, electronic, or both) maintained by the subrecipient's Fiscal Official or Authorizing Official. This will make it easier to submit claims, complete status reports, respond to questions, and reference documents. The file should include information pertaining to grant awards, authorization, financial obligations, unobligated balances, assets, expenditures, and, if applicable, income (contact OTS for additional reporting requirements).

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It should also include a copy of the subrecipient's internal purchasing policies and procedures. At a minimum, the policies must meet state requirements; they may not be less stringent. If no written policies exist, the subrecipient is subject to the state's purchasing guidelines.

Subrecipients must maintain records that sufficiently detail the procurement history for all purchases. At minimum, these records should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price. For sole source procurements, the records must at minimum include justification of why the purchase/service cannot logically and reasonably be made through a competitive bidding process including the consequences if not approved, a list of the vendor's or contractor's unique qualifications, experience, etc., and a detailed cost analysis.

The subrecipient must retain all source documents and records in the file and make them available for federal and state audits for at least three years following the date of the final reimbursement of grant expenditures or final disposition of equipment purchased with grant funds, whichever is later. Records must be retained beyond this time period if there are unresolved audit findings. (For more information, refer to Audit section and the Monitoring section of this manual.)

Fraud Prevention

A subrecipient must have strong training programs in place that address policies, procedures and controls, with a particular emphasis on fraud prevention. Effectively supervising and monitoring employees working on the grant is critical. Examples of fraud include but are not limited to: falsified time sheets, grant applications, quarterly performance and final reports, contracts, or competitive bids; expenditure reports that falsely indicate federal funds have been expended; reporting activities, citations or arrests that did not occur; embezzlement; bribery; extortion (acting under color of official right); obstruction of justice; and destruction of records.

If a subrecipient determines there is fraud, and/or a conflict of interest associated with a federal highway safety grant, this information must immediately be detailed in writing and forwarded to the OTS Program Coordinator. The OTS Program Coordinator will notify the OTS management, who in turn, is required to report any fraud or conflict of interest associated with a federal highway safety grant to NHTSA.

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Safeguarding Personal Information

A subrecipient must take reasonable measures to safeguard protected personally identifiable information and other information NHTSA or the OTS designates as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.

Direct Allowable Costs & Source Documents

The OTS uses the cost principles outlined in 2 CFR Part 200 Subpart E and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules and regulations conforming to limitations or exclusion of cost. A subrecipient is required to adhere to these same requirements when administering grant funds. (For more information, refer to Federal & State Regulations in the Grants Requirement section in this manual).

A subrecipient is responsible for determining whether a cost for a specific service, function or item (i.e., supply, equipment) is a direct cost, direct allocation (costs such as depreciation, rental, facility operation and maintenance that are prorated and the benefit to the grant can be directly measured) or allowable indirect cost (costs incurred for common or joint purposes that are prorated to a grant based on the benefit received but are not readily associated with a specific grant). For federal highway safety funded grants provided by the OTS, direct costs are categorized in the grant agreement as personnel, travel, contractual services, equipment and other direct costs (i.e., office supplies, educational materials). For more information on allowable costs for federal grant funded programs, consult the NHTSA Highway Safety Grants Program Resources Guide website. Supplemental information and clarification regarding allowable and unallowable costs are published in the NHTSA memorandum titled "Use of NHTSA Highway Safety Grant Funds for Certain Purchases".

Adequate documentation is required for a cost to be eligible for reimbursement. The criteria for ensuring a subrecipient has adequate source documentation are provided under each direct cost category below:

Personnel

Personnel costs include only direct compensation of wages and fringe benefits of subrecipient employees hired expressly for the grant and for the time and effort spent on grant-related activities. Grant funds may be used for wages, special compensation, or other authorized absences such as annual and sick leave provided the cost for the employee is reasonable for

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the services rendered, follows an appointment made in accordance with state or local laws and rules, and meets federal requirements.

Grant funds may also be used for employee fringe benefits for authorized absences such as annual leave and sick, as well as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans and distributed equitably to the grant and all other activities. **Costs for authorized absences are only reimbursable up to the amount earned during the term of the grant.**

Source Documentation:

If an employee of a subrecipient or contractor (excluding an employee only receiving OTS funding for overtime) is receiving less than 100% of funding from the OTS for personnel services or is receiving 100% of funding from the OTS but the funding comes from more than one federally-funded grant, his/her time distribution to the federally funded grant must be supported by an after-the-fact Personnel Activity Report (PAR). This requirement also applies to employees of non-profits and institutions of higher education.

A PAR is an employee-maintained timesheet or log which accounts for 100% of the employee's time. It is used to identify effort spent on multiple programs/federal funds. A PAR must:

- reflect the employee's after-the-fact distribution of time by program/federal fund;
- account for the total activity by program/federal fund for which each employee is compensated whether grant-related or not;
- be prepared at least monthly and coincide with one or more pay periods; and
- be signed by the employee and his/her supervisor.

A digital signature and/or online PAR is acceptable provided the subrecipient or contractor can demonstrate and document that the actions detailed on the PAR were performed by the employee.

An employee of a subrecipient or contractor receiving 100% of funding from the OTS for personnel services is not required to complete an after-the-fact PAR. Instead, the subrecipient may choose to have the employee complete the Employee Time Certification form stating that the employee worked solely on the federally funded program for the period covered by the certification. This certification must be prepared at least semi-annually and signed by the employee and supervisory official who

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has firsthand knowledge of the work performed by the employee. Both of these forms will be provided by the OTS Program Coordinator during the Pre-Operational Meeting.

Travel

Allowable travel expenses incurred by personnel identified in the grant budget include transportation, food and lodging that meet the subrecipient's documented travel policies. The travel should occur prior to the claim submission for reimbursement.

If the subrecipient's travel policy does not include maximum allowable lodging rates, these costs may not exceed the state's lodging rate unless written justification is submitted and approved by the OTS. If the subrecipient does not have documented travel policies, the State Travel Policies apply.

Out-of-state travel expenses require written approval from the OTS prior to incurring costs unless identified in the Budget (Schedule B) and the Budget Narrative (Schedule B-1) of the grant agreement.

Expenses associated with attending meetings and conferences, where the primary purpose is the dissemination of technical information, are allowable. These include transportation, registration fees, and other incidental costs.

Source Documentation:

- Travel expenses must be supported by properly prepared employee expense reimbursement claims, including required receipts per the documented travel policy. For audit purposes, all receipts must be retained for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
- Conference or seminar expenses must be supported by an event agenda.
- For meetings or conferences, documentation must indicate that the primary purpose was for dissemination of technical information.
- For costs associated with the use of agency-owned vehicles, documentation must indicate who used the vehicle, when, for what purpose, and number of miles driven. Documentation must also explain how the mileage or other billing rate(s) was developed if the state rate is not used.

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Contractual Services

This applies to any professional services and associated costs necessary to complete the grant objectives, not available through the subrecipient, requiring contractual agreements that are entered into in accordance with the subrecipient's normal procedures.

Source Documentation:

- Services provided by an individual, organization, firm, or agency must be supported by a properly executed contract or interagency agreement.
- Payments must be supported by itemized invoices and made in accordance with the terms of the agreement.
- The subrecipient must maintain records that sufficiently document the procurement process associated with the contract.

Equipment

Equipment is any non-expendable, tangible personal property costing \$5,000 or more with a useful life of at least one year that is required to carry out grant activities (i.e., motorcycles, radar trailers, some extrication equipment). The total cost includes modifications, attachments, accessories, or auxiliary apparatus needed to make it usable for grant purposes as well as tax, shipping and installation (excluding any discounts).

All equipment purchased using federal highway safety funds require written approval from NHTSA, which is handled by the OTS during the grant application process. Equipment purchased with grant funds must be used for traffic safety purposes only. Non-authorized use of equipment is grounds for refunding a portion of the equipment value to the OTS. All equipment purchased with grant funds must comply with the Buy America Act, in this manual. Additional guidance is available from the OTS Program Coordinator.

The subrecipient must have procedures in place for managing equipment (including replacement equipment) purchased in whole or in part using the OTS funds that at minimum include:

- Adequate controls for safeguarding against loss, damage or theft;
- Provisions for replacement due to circumstances other than normal wear and tear;
- Maintenance procedures to ensure good working condition; and
- Complete records (detailed below).

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For information on equipment monitoring, refer to the Monitoring Section in this manual. Equipment disposition is discussed in the Grant Close Out section of this manual.

Source Documentation:

Equipment must be reported to the OTS using the Equipment Reporting Form. The form is generated in GEMS at the time the subrecipient requests reimbursement for the purchase on a claim. The OTS uses this form for monitoring purposes, but it should not be used by the subrecipient as a substitute for appropriate equipment control records which should include the following information:

- Description of the item with serial or identification numbers;
- Federal funding source (FAIN number);
- Acquisition date and total cost including federal share;
- Source and title holder;
- Location, condition; and
- Disposition data including date of disposal and sale price.

Other Direct Costs

This includes any other **supplies** or **services** (i.e., educational materials, DUI checkpoint supplies, child safety seats) of a non-contractual nature with an acquisition cost of less than \$5,000 purchased using highway safety funds. These purchases do not require NHTSA pre-approval. However, these items or services must be used in support of the grant. Non-authorized use of supplies or services is grounds for refunding a portion of the value to the OTS.

The cost of the item or service, which would not otherwise be allowable using the subrecipient's general funds, may not be purchased with federal grant funds. Additionally, if joint costs are prorated as direct costs to the grant, the allocation method must be reviewed by the OTS to determine reimbursement eligibility.

Grant funds may be used for the **development of new training curricula and/or materials** that do not duplicate materials already developed for similar purposes by U.S. DOT, NHTSA, the Federal Highway Administration or the State of California.

The subrecipient should contact their OTS Program Coordinator for guidance on allowable supplies and services and refer to the Public Information & Education Section of this manual for information concerning the inclusion of logos on materials. All items purchased with grant funds, over \$5,000, must comply with the Buy America Act.

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Source Documentation:

All other direct costs must be supported by purchase orders or other original procurement documents signed by the appropriate authority. The subrecipient should also have itemized invoices or properly signed and dated delivery and/or packing slips. Rental or lease costs must be supported by detailed agreements.

Allowable Indirect Costs

Allowable indirect cost rates are reimbursed as defined in 2 CFR Appendix E Part 414. Indirect costs are those costs incurred for common or joint purposes (i.e. telephone, administrative services, depreciation, facility and equipment maintenance) and not assigned to a highway safety grant as a direct cost. Indirect costs benefit more than one cost objective and should be prorated equitably among all applicable functional areas (OTS grant and non-grant related).

A non-profit that does not have an approved indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs. Guidance on establishing an indirect cost rate as well as regulations for negotiating and approving this rate is outlined in Appendix IV of 2 CFR Part 200, Indirect Costs Identification and Assignment and Rate Determination for Non-Profit Organizations.

A subrecipient that does not already have an approved federally-recognized indirect cost rate negotiated with the federal government must negotiate a rate with the OTS as outlined in 2 CFR 200.331(a)(4). Once the indirect rate is negotiated, it must be accepted by all federal agencies (i.e., NHTSA, FHWA) as outlined in 2 CFR 200.414(c)(1).

Source documentation (i.e., a subrecipient's federally approved indirect cost rate letter) must be available to support an indirect cost rate authorized by the federal government. If the subrecipient's indirect cost rate is amended or changed during the term of the grant, the new indirect cost rate plan and approval letter must be submitted to the OTS.

Unallowable Costs for Selected Items

The following is a list of selected costs that are ineligible for reimbursement under the Highway Traffic Safety Program. A subrecipient should contact the OTS Program Coordinator for guidance regarding the other costs not discussed previously or below in this manual.

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Construction & Facilities

- Highway construction, maintenance and/or design
- Construction or reconstruction of permanent facilities such as paving, driving ranges, towers, and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers such as guardrails, regulatory and warning signs and supports, field reference markers, luminaire supports, and utility poles
- Construction, rehabilitation or remodeling of any building or structure
- Cost of land
- Purchase of office furnishings and fixtures such as but not limited to: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies/hardware, fixed lighting, lamp

Equipment

- Traffic signal preemption systems
- Automated Traffic Enforcement Systems

Training

- Cost of the individual's replacement hourly rate while attending training, unless the personnel position is already grant supported

Program Administration

- General Costs of Government, which includes the use of funds for routine and/or existing governmental activities that constitute general expenses required to carry out overall responsibilities of a government entity
- Promotional items (i.e., key chains, pencils, mugs)
- Entertainment costs including amusement and social activities and any costs directly associated with the purchase of tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities
- Alcoholic beverages for any consumption purposes including controlled training settings for law enforcement training
- Contributions and donations, including cash, property and services to others regardless of the recipient

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- Cost of fundraising, including financial campaigns, solicitation of gifts and similar expenses incurred to raise capital or obtain contributions
- Contingency provisions for contributions to a contingency reserve or similar provision for unforeseen events excluding self-insurance reserves
- Fines, penalties, damages, and other settlements resulting from violations or non-compliance
- Costs of commercial insurance that protects contractor for correction of defects in materials or workmanship
- Costs not recovered under one grant agreement are unallowable under other grant agreements
- General liability insurance

Grant Revisions

A subrecipient may request a revision to the grant agreement that is necessary to enhance the operational efficiency of the highway safety grant. This includes any changes that may affect the overall budget or a specific budget line (including moving funds between line items and/or cost categories), a sub-budget or contractual services, as well as the addition of travel (in and out-of-state), and/or a significant change in goals, objectives and/or procedures that affect the grant scope or end date.

The Authorizing Official, Fiscal Official, or Grant Director must submit to the OTS Program Coordinator a detailed explanation and justification for a grant revision. In advance of sending written notification, the subrecipient is encouraged to contact the OTS Program Coordinator to discuss any proposed grant revision.

Once a revision request is received, the OTS carefully reviews it taking into consideration the subrecipient's current and past grant performance, timeliness and quality of claims and quarterly performance reports, the circumstances and justification for the change, and availability of grant funds. The subrecipient should allow sufficient time for the review process (which may also require NHTSA approval), keeping in mind that no grant funds may be expended until written notification of the status of the request (approval or denial) is provided by the OTS. Failure to comply could jeopardize claim reimbursement.

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CLAIMS PREPARATION & REIMBURSEMENT

Claim Preparation

To request reimbursement of an approved grant expenditure, the subrecipient must complete a Grant Claim Invoice in GEMS and Contractual Services Summary Sheet, if applicable. These forms must be input into GEMS no later than 30 days following the end of the calendar quarter as follows:

<u>Quarter</u>	<u>Time Period</u>	<u>Due Date</u>
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

An invoice showing “zero net” must be submitted even if no expenses were incurred during that quarter. Failure to submit quarterly grant claim invoices by these due dates may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide Quarterly Performance Reports for two or more quarters. (For more information, refer to the Grant Reports section, Quarterly Performance Reports in this manual.)

The grant claim invoice should be prepared using the subrecipient's accounting records and include costs incurred during that time period. Enter the exact cost, do not round off numbers. To ensure proper accounting of reimbursements, grant claim invoices submitted to the OTS should be recorded as a receivable in the subrecipient's accounting system.

Subrecipients access Claims from the Grant Agreement list view on their GEMS home page. The form is pre-populated with the grant budget items against which claims for reimbursement can be made. The form also indicates budget remaining for each item based on prior claims that have been reviewed and approved.

Personnel Costs, enter the claimed hourly rate and/or overtime costs, if applicable. Source documentation is maintained by the subrecipient in the event of an audit and/or the Grant Performance Review (For more information, refer to Grant Performance Review in the Monitoring Section of this manual.)

Fringe Benefits, enter the pertinent information for authorized absences such as annual leave and sick leave, as well as employer's contributions to social

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security, health insurance, workmen's compensation, and the like provided they are granted under approved plans, and are distributed equitably to the grant and all other activities.

Travel Costs, enter the pertinent travel information and claimed costs, if applicable in accordance with the Subrecipient Responsibilities section, Travel. Upload source documentation organized by in-state and out-of-state travel for each individual(s) trip or training. For each individual trip or training, group all source documents together and clearly label each with the traveler's name and approved trip or training identified in the Budget of the agreement.

Contractual Services, enter the claimed contractual services amount by line item in the GEMS Grant Claim Invoice Screen including entry into sub-budgets if applicable. Upload all source documents for each contractor, group all source documents together and clearly label each with the line item identification and/or contractor's name.

Equipment, enter the claimed amount, if applicable. GEMS will require completion of the Equipment Report as part of the claim. GEMS automatically creates the first Recertification record with a Recertification due date that is 2 years from the date of original claim.

Assemble and upload applicable invoice(s). If sales tax is not included on the invoice, provide a statement that includes the following: "Charge is for California Sales Tax that will be paid to the California Department of Tax and Fee Administration (CDTFA)," amount of sales tax for each item, and date tax is paid to BOE. For each line item, assemble all source documents together and clearly label each with the line item name.

Other Direct Costs, enter the claimed line item amount, if applicable and upload invoices or receipts. For each line item, assemble all source documents together and clearly label each with the name of the line item.

Indirect Costs, the approved rate is already entered in the agency information tab and will automatically calculate, if applicable. No source documents are required; however, the subrecipient should have its indirect cost allocation approval letter on file.

The authorized user or subrecipient must verify that costs claimed are allowable and authorized, do not exceed budgeted line items, and posted to the correct cost categories and line items. They should also check that all source documents are provided.

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If a claim is submitted with undecipherable or missing source documents, the subrecipient will be notified and instructed to submit the missing information or re-submit the documents in question within three business days. If documents are not received by this deadline, the costs in question will be removed from the claim.

GRANT REPORTS

Quarterly Performance Report (QPR)

Subrecipients must submit Quarterly Performance Reports (QPR) through GEMS. The QPR details grant activities conducted during each quarter to accomplish grant objectives. It is the main source of information used by the OTS to determine grant success and commitment as well as any difficulties the subrecipient may be experiencing. The information and data provided in the QPR is incorporated into the *Annual Performance Report* that the OTS submits to NHTSA and the State Legislature. The quarterly data is pulled from the subrecipient's crash records.

The QPR must be input into GEMS no later than 30 days following the end of the quarter on the following dates:

<u>Quarter</u>	<u>Time Period</u>	<u>Due Date</u>
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

QPR due dates are the same regardless of when a grant starts within a quarter (i.e., grant start date is December 1 and first quarter QPR is due January 30). Failure to submit QPRs on time may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide QPRs for two or more quarters.

The OTS Program Coordinator will provide the QPR reporting guidelines at the pre-operational review meeting. The QPR is prepopulated based on the grant agreement, it's completed in GEMS, and contains the following:

- An **overview**, that includes a brief list of all activities (including significant media) and procurement conducted in support of the grant during the quarter as well as the status of grant funded personnel and contracts, any challenges, and accomplishments.

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- An **equipment overview** for any equipment (costing \$5,000 or more) being purchased during the grant period noting steps taken to accomplish the purchase and/or if it is still required (i.e., bid, purchase order or requisition, delivery, invoice received and/or paid) or a justification or reason if the purchase was delayed.
- A **summary of completed grant objectives** including an explanation of what was not accomplished and/or plans for upcoming activities.
- If applicable **updated objective data points** for the quarter.
- **Documents** illustrating what was done during the quarter such as the OTS-approved press releases, news clips, photos, and/or other materials. Include a list of these documents.

Supporting information may be uploaded into GEMS.

The fourth quarter QPR should include a final evaluation that briefly summarizes significant total grant accomplishments and challenges (highlight significant items from the objective data points), the number and type(s) of activities completed, type(s) of training conducted or received, and grant-funded purchases. Complete all final goals, objectives, data points and indicate whether they were achieved and provide an explanation if not completed.

Grant Close Out

Approximately 30 days prior to the grant end date, the OTS sends a reminder e-mail to the Primary Contact and Authorizing Official that serves as a reminder of the grant end date and includes information to assist the subrecipient prepare the final QPR, evaluation, and claim. The final QPR, including the completed evaluation section, and reimbursement claim for costs incurred up through the grant end date, must be sent to the OTS for receipt no later than 30 days following the grant end date.

Equipment Disposal

At the end of or anytime during the grant, **prior to disposal**, a subrecipient must notify the OTS of any **disposition of grant equipment**, unless the value has been certified to be under \$5,000 and at the end of its useful life. The subrecipient must submit a letter or email requesting the OTS approval to sell, transfer or dispose of grant equipment. The OTS will forward the request to NHTSA for final approval and notify the subrecipient of the outcome. All proceeds from the sales of the asset, regardless of the amount, must be used for the objective of the original grant agreement.

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MONITORING

Federal and state grant management rules require that the OTS staff maintain regular contact via telephone/virtual calls, email/written correspondence and on-site visits with subrecipients throughout the course of the grant period to ensure compliance with federal and state statutes, regulations and procedures. Grants administered by the OTS are subject to monitoring based on a number of criteria including dollar amount of the award, the capabilities and experience of the subrecipient's personnel, complexity of the grant, contractual services with or without a non-profit agency, risk assessment, new subrecipient, indications of problems, previous GPR or audit findings, and/or change in grant direction. This monitoring includes not only the review and approval of claims, QPRs and other documents submitted by the subrecipient, but also ongoing outreach through desk monitoring and/or on-site visits.

The intent of this outreach is to develop a relationship with the subrecipient, address grant management-related questions, provide technical assistance, and identify and help address problems and/or concerns. Any documentation generated as a result of this contact is placed in the subrecipient's grant file.

Grant Performance Review

The Grant Performance Review (GPR) is designed to be instructive, not disruptive, and to foster information exchange and partnership. The OTS Program Coordinators conduct a GPR after receipt of at least the first Quarterly Performance Report and a claim with expenditures.

The OTS may schedule a telephone, virtual, or onsite review at an agreed upon time with the subrecipient in advance, and the OTS Program Coordinator will provide information to the subrecipient to help the staff prepare for the review. During the review, goals, objectives and tasks are reviewed to determine if the project is being implemented as outlined in the approved grant application. This review is also used to determine if the subrecipient is satisfying and adhering to grant agreement terms and conditions. The financial review includes an examination of the agency and grant-specific financial documents and issues related to the implementation and performance of the grant.

While conducting the GPR, the OTS Program Coordinator completes the GPR in GEMS noting any issues and the subrecipient's response. If, following the OTS review, there are fiscal follow-up action items, the subrecipient will be notified in writing and a corrective action plan will be requested. The OTS will track subrecipient's progress in implementing the plan and taking corrective action. In the event the issue(s) cannot be resolved, the OTS may request an audit be

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conducted by the California Department of Finance. (For more information, refer to Audits in the Grant Requirement section in this manual.)

If any disallowed costs are identified during the GPR, the OTS will reduce the subrecipient's next grant claim invoice by the amount of the disallowed cost prior to payment. If the grant is closed, the OTS will invoice the subrecipient for the amount of the disallowed cost.

Equipment

A subrecipient must submit an Equipment Recertification Report (OTS-25a) to the OTS every two years from the date of acquisition. This report includes the same information as the Equipment Report as described in the Subrecipient Responsibilities, Equipment section, but also includes a description of the method used for determining current fair market value, whether the fair market value is more or less than \$5,000, and that the equipment is being used for federally-sponsored activities. The report also certifies that the information provided is complete and accurate to the best of the subrecipient's knowledge, in compliance with 2 CFR Part 200.313 and 23 CFR 1200.31(d), and that the OTS will be contacted immediately after discovery of any grant equipment loss.

Beginning with 2018 FFY grants, equipment purchases were documented in GEMS. The Equipment Recertification Report will also be completed in GEMS. A reminder letter or email will be sent through GEMS to the subrecipient to ensure compliance.

PUBLIC INFORMATION & EDUCATION

Public Education and Information (PE&I) falls into two categories:

Educational – materials that educates and informs an audience such as activity books, coloring books, brochures, and posters.

Promotional – material that promotes, supports or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. **The State of California and NHTSA does NOT allow grant funds to be used for this purpose.**

Subrecipients that use federal highway safety funds to produce educational material must receive approval from the OTS Public Information Officer (PIO) prior to production. Additionally, subrecipients that use non-federal highway safety funds to produce PI&E materials must receive written approval from the OTS Public Information Officer in order to use any OTS logo. Subrecipients should

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allow sufficient time for approval; they should contact their OTS Program Coordinator for assistance.

Subrecipients should also advise vendors that all materials used in production of public outreach materials (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio) paid for with grant funds are the property of the subrecipient and the OTS. The OTS reserves the right to use materials developed by the subrecipient and/or contractor.

All educational materials produced using grant funds must include the OTS logo or the logo from another program unless otherwise determined by the OTS (i.e., *Click it or Ticket*), and the following message:

Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

Inclusion of the logo and/or funding line should not interfere with the primary traffic safety messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the OTS PIO.

All published research and reports developed with highway safety grant funds must include the following disclosure statement:

This report was prepared in cooperation with the California Office of Traffic Safety (OTS). The opinions, findings and conclusion expressed in this publication are those of the author(s) and not necessarily those of the OTS.

Advertising & Public Relations

All press releases discussing the kick-off of a grant and/or grant-funded activity must be approved by the OTS Public Information Officer prior to dissemination even if the subscriber uses a pre-approved press release template(s) available on the OTS website. Approval is also required for all original press releases and press releases developed using the OTS templates that the subrecipient has significantly modified. The subrecipient should email the draft press release to pio@ots.ca.gov at least seven days in advance of the announcement or event and copy the appropriate OTS Program Coordinator.

A subrecipient must coordinate media and kick-off events with their OTS Program Coordinator and notify OTS 21 days in advance of any traffic safety event considered highly publicized or anticipated media coverage.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in

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the grant budget. Additionally, federally funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captions. A subrecipient should contact their OTS Program Coordinator for more information on paid advertising.

Copyrights/Trademarks

The OTS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a subrecipient or contractor purchases ownership with grant funds.

WITHHOLDING, DISALLOWANCE, REDUCTION, TERMINATION AND/OR DENIAL OF GRANT FUNDS

The OTS Program Coordinator has the responsibility of recommending to the OTS Director the cancellation of any grant, which is not being implemented in accordance with applicable federal and state laws or the terms, certification and/or assurances in the signed grant agreement. Additionally, the OTS will withhold or disallow grant payments, reduce or terminate grant funds and/or deny future grant funding to any subrecipient that fails to comply with any term or condition of the grant agreement or program guidelines. This may include, but are not limited to, failure to submit acceptable and timely draft and final grant agreements, claims, quarterly reports and/or objective data points; and failure to comply with the Single Audit Act requirement.

Should the OTS deem it necessary to reduce or terminate grant funds, the Authorizing Official will first receive a letter citing unacceptable grant discrepancies, required corrective action and the penalty for not rectifying the discrepancies by the specified deadline. If corrective action is not taken by the deadline specified in the letter, the stated penalty will be imposed.

Payment for allowable costs up to the date of termination or reduction of grant funds will be subject to negotiation and availability of federal funds.

Termination Requested by the Subrecipient

Grant agreements may be rescinded upon written request by the subrecipient. The letter must be signed by one of the Authorizing Officials of the grant agreement.

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DISPUTES/DISAGREEMENTS

Any dispute, disagreement or questions of fact concerning a grant should be handled with the OTS Program Coordinator assigned to that grant in consultation with managerial staff. All final decisions will be put in writing and distributed to all concerned parties as well as maintained in the subrecipient's grant file. The subrecipient may then proceed with the performance of the grant in accordance with that decision.

If a subrecipient disagrees with a decision made by the OTS Program Coordinator, an appeal may be made to the OTS Director. The appeal must be made in writing within 30 days of the Program Coordinator's decision and sent to the OTS by certified mail. No legal action may be taken by the subrecipient without following these steps.

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

APPENDIX A - CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 and 41 U.S.C. Sec. 1906, Pub. L. 109-59, as Amended By Sec. 25024, PUB. L. 117-58)

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

Each fiscal year the State of California must sign a *Certifications and Assurances* document that it complies with all Federal requirements including applicable statutes and regulations that are in effect during the grant period. These Certifications and Assurances are submitted in the Annual Grant Application in support of the State's application for Sections 1906, 402, and 405 grants. Requirements that also apply to subrecipients are noted below.

Failure to comply with applicable Federal statutes, regulations, and directives may subject Subrecipients Agency officials to civil or criminal penalties and/or place the State in a high-risk subrecipients status in accordance with 2 CFR Part 200.205 - 200.207.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Subrecipient's Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

General Requirements:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, PUB. L. 117-58
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

- 2 CFR Part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209) (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252). The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally- funded or not);

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131- 12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Part 37 and Part 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** ((requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)); (70 FR 74087-74100).
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all

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programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23 (b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

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- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;

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2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING **(Applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to all subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

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- department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
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10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

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INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise

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ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

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POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

APPENDIX B – MANDATORY DISCLOSURES

2 CFR Part 200.113 and Appendix XII

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Appendix XII to Part 200-Award Term and Condition for Recipient Integrity and Performance Matters

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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APPENDIX C – LAW ENFORCEMENT AGENCIES

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

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APPENDIX C – LAW ENFORCEMENT AGENCIES

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

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APPENDIX C – LAW ENFORCEMENT AGENCIES

APPENDIX C – LAW ENFORCEMENT AGENCIES

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(Applies to subrecipients as well as States)

The State and each subrecipients will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create check points that specifically target motorcyclists. Public Law 129 - 1510, SEC. 4007

RACIAL PROFILING

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines “racial profiling” as the “practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped.” Then, subdivision (f) of that section goes on to provide, “A law enforcement officer shall not engage in racial profiling.”

VEHICLE PURSUITS

The State actively encourages all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

USE OF FUNDS

Traffic enforcement personnel and any equipment funded under this grant agreement shall be dedicated solely to grant supported enforcement tasks unless a criminal offense is committed in the officer’s presence; a response to an officer in distress is initiated, and or a riot requires that all available enforcement personnel be committed in response.

Nothing in the grant agreement shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

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APPENDIX D – GENERAL TERMS & CONDITIONS, STATE CERTIFICATIONS

(As referenced in the grant agreement)

Terms and conditions, when applicable, are incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods or services for which the OTS grant funding reimbursement is requested. It is understood and agreed by the subrecipient that grant funds received as a result of this grant agreement are subject to all applicable federal and state regulations, rules, guidelines, policies and laws and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual.

Federal certifications and assurances are included in Appendix A of this *Grants Management Manual*. The following laws apply to persons or entities doing business with the State of California.

1. Administrative Support and Statement of Intent

This program has full support of the authorizing agency, and every effort will be made to continue the activities after the grant conclusion. If required by local governance, the city council or the board of supervisors will endorse this grant through a resolution.

2. Air or Water Pollution Violation

Under the State laws, the subrecipient or contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

3. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the grant agreement is binding on any of the parties. (Reference: DGS Standard Agreement "General Terms and Conditions,"). Grant agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM. All appropriate documentation required to request a grant revision must be submitted timely to Grantor.

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4. **Americans With Disabilities Act.**

Subrecipient or contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)

5. **Antitrust Claims**

The subrecipient by signing this grant agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the subrecipient shall comply with the requirements of the Government Code sections set out below.

- a. The Government Code chapter on antitrust claims contains the following definitions:
 - (1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - (2) "Public purchasing body" means the state or the subdivision or agency making a public purchase. (Reference: GC §4550)
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Chapter 1 Part 15 [Title 15 Commerce and Trade, Chapter 1, Monopolies and Combinations in Restraint of Trade, Section 15, Suits by Persons Injured]) or under the Cartwright Act (Chapter 2) commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Reference: GC §4552)
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the

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expenses incurred in obtaining that portion of the recovery. (Reference: GC§4553)

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Reference: GC§4554)

6. **Approval**

This grant agreement is of no force or effect until signed by both parties and approved by the Office of Traffic Safety. Subrecipient or contractor may not commence performance until such approval has been obtained. (Reference: California Department of General Services (DGS) Standard Agreement "General Terms and Conditions,")

7. **Assignment**

This grant agreement is not assignable by the subrecipient, either in whole or in part, without the consent of the Office of Traffic Safety in the form of a formal written amendment. (Reference: DGS Standard Agreement "General Terms and Conditions").

8. **Audits and Access to Records**

Subrecipient agrees that the California Office of Traffic Safety, the National Highway Traffic Safety Administration, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, subrecipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement. (Reference: GC § 8546.7, Public Contract Code (PCC § 10115 et seq., California Code of Regulations (CCR Title 2, §1131.2).

9. **Availability of Funds**

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all grant requirements and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. OTS does not represent or guarantee the availability of federal

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highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, OTS reimburses the subrecipient for expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

OTS has the option to void the agreement under the thirty-day cancellation clause or to amend the contract to reflect any reduction in funds (Reference: SCM, Vol. 1, 3.11.) Funds are awarded under Catalog of Federal Domestic Assistance (CFDA) Numbers. The specific funding source is identified on the grant budget.

10. Byrd Anti-Lobbying Amendment (31 USC 1352)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. Child Support Compliance Act

“For any grant agreement in excess of \$100,000, the subrecipient acknowledges in accordance with Public Contract Code (PCC § 7110), that:

- a. The subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California

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Employment Development Department.” (Reference: DGS Standard Agreement “General Terms and Conditions,”)

12. Clean Air Act and the Federal Water Pollution Control Act

(33 USC 1251 et seq.), as amended. Grants of amounts in excess of \$100,000 shall contain a provision that requires the subrecipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. Compensation

The consideration to be paid subrecipient, as provided herein, shall be in compensation for all of subrecipient’s expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided. (Reference: DGS Standard Agreement “General Terms and Conditions”)

14. Competition

No subrecipient shall draft, or cause to be drafted, any invitation to bid or request for proposal, in connection with the awarding of a consulting services contract, in such a manner as to limit the bidding directly to any one bidder. At least three competitive bids or proposals shall be secured for each consulting services contract. (Reference: PCC § 10340)

15. Conflict of Interest

Subrecipient or contractor needs to be aware of the following provisions regarding current or former state employees. If subrecipient or contractor has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410)

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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Former State Employees (PCC 10411)

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If subrecipient or contractor violates any provisions of above paragraphs, such action by subrecipient or contractor shall render this agreement void. (PCC 10420)

Members or boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

16. Contracts

Subrecipients may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

- (1) Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this Agreement and in accordance with the OTS GPM.

The subrecipient consultant and/or contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the grant agreement and 2 CFR Part 200.

CA OTS is not obligated to make any payment under any agreement prior to final execution or outside the terms of the contract period. Contractor or subrecipient agency expenditures incurred prior to final contract execution are taken at the risk of that contractor/subrecipient agency and will be considered unallowable if that agreement/contract is not executed.

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(2) Nothing contained in this grant agreement shall create any contractual relation between the State and any contractors, and no contract shall relieve the subrecipient of its responsibilities and obligations hereunder. Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the subrecipient. The subrecipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

17. Contractor Certification Clauses:

The *Contractor Certification Clauses* contained in the Department General Services document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

18. Contractor (Independent)

Contractor, and the agents and employees of contractor, in the performance of this grant agreement, shall act in an independent capacity and not as officers or employees or agents of the state. (Reference: DGS Standard Agreement "General Terms and Conditions")

19. Convict/Forced Labor

No foreign-made equipment, materials, or supplies furnished pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (Reference: PCC § 6108)

20. Copyrights (41 CFR 105-71.134)

The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:(a) The copyright in any work developed under a grant or contract; and (b) Any rights of copyright to which a subrecipient or a contractor purchases ownership with grant support. (Reference: 41 CFR 105-71.134)

21. Corporate Qualifications to Do Business in California

When agreements are to be performed in the State by corporations, the authorizing agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

"Doing business" is defined in Revenue and Taxation Code (R&TC) Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to

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taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling or verifying on the website of the Office of the Secretary of State.

22. Davis-Bacon Act, as amended (40 USC 3142)

When required by federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 3142) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

23. Disadvantaged Business Enterprise/Small Business Affirmative Steps

Subrecipients and contractors will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in 49 CFR Section 26.5, and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. Placing qualified DBEs and small businesses on solicitation lists.
- b. Assuring that DBEs and small businesses are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and DBEs.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and DBEs.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce.
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above. (Reference: 2 CFR 200.321)

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24. Disclosure Requirements

- a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the contract numbers and the dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report when the total cost for such work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be set forth in a separate section of each such document or written report.
- b. When multiple documents or written reports are the subject or product of the contract, the total contract amount is deemed to represent the compensation for those multiple documents or written reports.
(Reference: GC § 7550)

25. Disputes.

Contractor shall continue with the responsibilities under this grant agreement during any dispute. (Reference: DGS Standard Agreements "General Terms and Conditions,")

26. Document Retention and Access

The subrecipient certifies that it will comply with the retention and access requirements for records established by 2 CFR Subpart D - 200.334-200.338. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 200.334. The OTS or their authorized representative shall have the right of access to any books, documents, papers, or other records of subrecipients or contractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

27. Domestic Partners

For agreements over \$100,000 executed or amended after January 1, 2007, the subrecipient certifies that it is in compliance with Public Contract Code section 10295.3

28. Drug-Free Workplace Requirements:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

29. Energy Efficiency

It is understood the grant applicant will purchase only energy efficient equipment, whenever possible and appropriate.

30. Equal Employment Opportunity

All grant agreements shall contain a provision requiring compliance with E.O. 11246, and E.O. 11375 "Equal Employment Opportunity," as amended by E.O. 11478, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

31. Equipment

Equipment acquired under this grant agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference 23 CFR 1200.31)

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32. Expatriate Corporations

Subrecipient or contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

33. Financial Management System

The subrecipient or contractor, will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200 Subpart D - 200.303.

34. Gender Identity:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.35.

35. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California. (Reference: DGS Standard Agreement "General Terms and Conditions,")

36. Indemnification

Subrecipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by contractor in the performance of this agreement. (Reference: DGS Standard Agreement "General Terms and Conditions,").

37. Intangible Property

- a. The subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under award. The California Office of Traffic Safety and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.
- b. Subrecipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."
- c. The federal government has the right to:

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- (1) obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

d. Freedom of Information Act

- (1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the federal government in developing an agency action that has the force and effect of law, the federal awarding agency shall request, and the subrecipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 USC 552(a)(4)(A)).
- (2) The following definitions apply for purposes of paragraph (d) of this section:
 - (i) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - (A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - (B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

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- (ii) Published is defined as either when:
 - (A) Research findings are published in a peer-reviewed scientific or technical journal; or
 - (B) A federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
 - (iii) Used by the federal government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- e. Title to intangible property and debt instruments acquired under a grant or contract vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of 2 CFR Subpart D - 200.315.

38. Labor Code/Workers' Compensation

Subrecipient or contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and subrecipient or contractor affirms to comply with such provisions before commencing the performance of the work of this agreement. (Labor Code Section 3700)

39. Limited English Proficiency

The grant applicant will take reasonable steps to ensure meaningful access by persons with limited English proficiency to the information and services provided through federal financial assistance.

40. Logos

The OTS logo will appear on all promotional materials where appropriate and practical. Contact the appropriate OTS Coordinator for copies.

41. Loss Leader

If this subrecipient agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code (BPC 17130). (Reference: PCC § 10344(e))

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42. Progress Schedule

Subrecipients entering into a contractual agreement for consultant services totaling five thousand dollars (\$5,000) or more shall include detailed criteria and a mandatory progress schedule. (Reference: PCC § 10371(c))

43. Progress Payments

Subrecipients may provide for progress payments to consultants/contractors for work performed or costs incurred in the performance of the contract. Not less than ten percent of the contract amount shall be withheld pending final completion of the contract and an evaluation of the contractor's performance. If the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task and an evaluation of the contractor's performance. (Reference: PCC § 10346)

44. National Labor Relations Board Certification

Subrecipient or contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against subrecipient or contractor within the immediately preceding two-year period because of subrecipient or contractor's failure to comply with an order of a federal court which orders subrecipient or contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

45. Non-Discrimination Clause:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.), the regulations promulgated thereunder (Cal. Code Regs., Title 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

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Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (Cal. Code Regs., Title 2, §11105)

46. Non-Duplication of Grant Funding

The grant applicant has no ongoing or completed grants under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety grant. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety grant will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

47. Non-Enforcement Supplanting Avoidance

Non-enforcement salaried and hourly personnel assigned to this grant are conducting a new traffic safety program not previously funded with city, county or State funding or were previously in a grant- funded position.

48. Priority Hiring Considerations

For agreements in excess of \$200,000, the subrecipient, in accordance with the California Public Contracting Code § 10353, shall consider filling vacancies in positions funded by the agreement to qualified recipients of aid under WIC Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be applicable to any contracts for a grant as defined in Section 10105. (Section 10105 defines a grant as ". . . the erection, construction, alteration, repair or improvement of any state structure, building, road, or other state improvement of any kind which will exceed a total cost calculated pursuant to subdivision (b).")

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This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:

- a. Interfere with or create a violation of the terms of valid collective bargaining agreements.
- b. Require the subrecipient to hire an unqualified recipient of aid.
- c. Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.
- d. Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code. (Reference: PCC § 10353)

49. Recycling Certification

The subrecipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

50. Resolution

Upon request, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the grant agreement.

51. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

52. Single Audit Act Certification

The OTS is the agency responsible for administering California's' federal highway safety funds on behalf of the Governor. Federal funds are provided for this grant by the United States Department of Transportation. The records and supportive documentation for all completed grants are subject to an on-site audit and OTS reserves the right to inspect and review during normal

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

working hours the work product of any independent auditor in support of their audit.

The subrecipient certifies that it will comply with the Single Audit Act of 1984 (31 U.S.C. Chapter 75 - 7501-7506 et seq.), as amended, which requires the following:

- a. State or local governments that receive \$750,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (2 CFR Subpart F - 200.501).
- b. State or local governments that receive less than \$750,000 a year shall be exempt from compliance with the Act and other federal audit requirements.
- c. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".
- d. The State Controller's Office notifies OTS of those cities, counties, and special districts that have not submitted an audit report or have not indicated to SCO that they are exempt each fiscal year. Subrecipient agencies that are not in compliance will be notified and required to provide verification of compliance or be subject to sanctions including, reimbursement withholding or grant cancellation.

53. Solicitation

No employee of the applicant agency, the contractor, or any agency acting on behalf of the agency, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

54. Statement of Compliance

Subrecipient has, unless exempted, complied with the nondiscrimination program requirements (GC 12990 (a-f) and CCR, Title 2, Section 11102 and 11103). (Not applicable to public entities.)

55. Subrecipient/Contractor Name Change

An amendment is required to change the subrecipient or contractor's name as listed on this grant agreement. Upon receipt of legal documentation of the name change an amendment will be processed. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

56. Sweat Free Code of Conduct

All subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The subrecipient further declares under penalty of perjury that they adhere to the Sweat Free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The subrecipient agrees to cooperate fully in providing reasonable access to the subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

57. Termination for Cause

The State may terminate this grant agreement and be relieved of any payments should the subrecipient fail to perform the requirements of this grant agreement at the time and in the manner herein provided.

(Reference: DGS Standard Agreement "General Terms and Conditions")

58. Termination without Cause

Either party may terminate without cause upon thirty days written notice to the other party. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement (Reference: State Contracting Manual, Chapter 9.12).

59. Timeliness

Time is of the essence in this subrecipient agreement (Reference: DGS Standard Agreement "General Terms and Conditions,").

60. Unenforceable Provision

In the event that any provision of this subrecipients agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be effected thereby. (Reference: DGS Standard Agreement "General Terms and Conditions")

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

Institutions of Higher Education

The Department of General Services requirements for universities contained within the document, UTC-220 University Terms and Conditions (Effective 2/20), are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

1. **Subcontracts.** Subrecipient may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this grant agreement and in accordance with the OTS GPM.

The subrecipient, consultant or contractor are subject to all applicable terms and conditions and are bound the applicable certifications of the grant agreement and 2 CFR Subpart F Appendix II and 2 CFR Subpart E 200.451 whichever is applicable.

OTS is not obligated to make any payment under any grant agreement prior to final execution or outside the terms of the contract period. Contractor expenditures incurred prior to final contract execution are taken at the risk of that contractor agency and will be considered unallowable if that agreement/contract is not executed.

2. **Indemnification.** The University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this grant agreement but only the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.

In accordance with Government Code Section 895.4, the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.

GRANT PROGRAM MANUAL

Appendix E – Document Examples

APPENDIX E – DOCUMENT EXAMPLES

Personnel Activity Report (PAR)

State of California - Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
 OTS-26a

Agency:

Grant Number:

Grant Period:

Employee Name:

Position Title:

OTS Hours:

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
OTS																																		
OTHER																																		
OTHER																																		
OTHER																																		

Employee Signature/Date

Supervisor Signature/Date

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
OTS																																		
OTHER																																		
OTHER																																		
OTHER																																		

Employee Signature/Date

Supervisor Signature/Date

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
OTS																																		
OTHER																																		
OTHER																																		
OTHER																																		

Employee Signature/Date

Supervisor Signature/Date

Rev. 10/2023

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GRANT PROGRAM MANUAL

Appendix E – Document Examples

State of California - Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
OTS-26a

A PAR is an employee-maintained log which accounts for 100 percent of the employee's time. The form is used to identify effort spent on multiple programs/federal funds.

PAR's must meet the following standards:

- Reflect the employee's after-the-fact distribution of time by program/federal fund.
- Account for the total activity by program/federal fund for which each employee is compensated (whether grant related or not).
- Must be prepared at least monthly and coincide with one or more pay periods, and
- Must be signed by the employee and his/her supervisor monthly.

INSTRUCTIONS -

1. Enter the name of Agency, Grant Number, Grant Period, Employee Name, Position Title, and OTS Hours.
2. Enter the name of the Month/Year Reporting.
3. OTS Hours - Enter actual hours worked on the OTS grant by Fund.
4. Other - Enter the actual hours worked on other programs. Account for the total hours by program/federal fund. Each funding source should be on a separate line entry.
5. Employee and Supervisor are required to sign and date by month. Please ensure that every employee has a PAR signed for every month worked during the grant year.
6. Retain all PARs in agency grant file. Submit to OTS upon request.

Rev. 10/2023

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GRANT PROGRAM MANUAL

Appendix E – Document Examples

Employee Time Certification

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY

Employee Time Certification Form (Grantees/Subgrantees)

OTS-26

Grantees and subgrantees receiving 100 percent of funding from the Office of Traffic Safety (OTS) for personnel services must complete certifications stating that the employee(s) worked solely on that program for the period covered by the certification. The certification must be prepared at least semi-annually and must be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee.

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: October 1

To: March 31

EMPLOYEE SIGNATURE _____ Date _____

SUPERVISOR NAME _____

SUPERVISOR SIGNATURE _____ Date _____

**Do not sign prior to March 31st*

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: April 1

To: September 30

EMPLOYEE SIGNATURE _____ Date _____

SUPERVISOR NAME _____

SUPERVISOR SIGNATURE _____ Date _____

**Do not sign prior to September 30th*

Rev. 10/23

[**EXTERNAL**] Welcome to GEMS

EXHIBIT C

GEMS <otsgemsadmin@ots.ca.gov>

Mon 11/21/2022 2:36 PM

To:Cristina Caguiat <ccaguiat@ci.lathrop.ca.us>

Hi Cristina,

Welcome to GEMS! To get started, go to [https://ca-ots.force.com/GEMS/login?](https://ca-ots.force.com/GEMS/login?c=qJ7XjrJasAksCbQQKLKLOA5DXvvLhFQTZ3DwvqZGep3s3TDcSq5jORTAe2_LWquW_TAG9Nt7H.sqDTGa.sC048DKnuRzRQBmugOW2lqxP2L9c8qT7xJ2N_0MXRG8u59ez_3NHrQi_YJsmCJCOP6h5EzrzSLGngAXMVkfq4hw4Bquwpr.yHkaDMvSpQUXsacAO4uDkPT)

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Username: [REDACTED]@ci.lathrop.ca.us

To login to the GEMS system in the future, go to this URL:

ca-ots.force.com/GEMS

Thanks,

California Office of Traffic Safety

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ITEM 4.15

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR THE CLASS II BIKEWAYS TO ACE STATION, CIP PS 22-18

RECOMMENDATION: Adopt Resolution to Accept Public Improvements Constructed by George Reed, Inc. for the Class II Bikeways to Ace Station, CIP PS 22-18, and to Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

SUMMARY:

George Reed Inc. (George Reed) completed construction of Capital Improvement Project (CIP) PS 22-18 for Class II Bikeways to ACE Station (Project). The Project installed Class II bike lanes from Louise Avenue to the Lathrop/Manteca Altamont Commuter Express (ACE) Station located on Yosemite Avenue at the eastern City Limits. The scope of work also included microsurface on Harlan Road and D'Arcy Parkway and overlay asphalt concrete on segments along D'Arcy Parkway and Yosemite Avenue to accommodate the shift in traffic lanes for the new bike lanes.

Staff inspected and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications. George Reed has submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to George Reed, in the amount of \$88,246 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

Through the San Joaquin Council of Governments and the Active Transportation Program, the City of Lathrop received Measure K funding to construct CIP PS 22-18. On August 14, 2023, City Council awarded a construction contract to George Reed for improvements to the Project. The Project installed approximately 4.2 miles of Class II bike lanes from Louise Avenue to the Lathrop/Manteca ACE Station.

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR THE CLASS II BIKEWAYS TO ACE STATION, CIP PS 22-18

The Project construction consisted of microsurfacing Harlan Road and D’Arcy Parkway, grinding and overlaying asphalt concrete on segments along D’Arcy Parkway and Yosemite Avenue to support the traffic loads shifted by the new installation of bike lanes. In addition, new signs were installed and striping was enhanced using Methyl Methacrylate (MMA) green markings for the bike lanes.

The awarded contract was in the amount of \$1,642,617 with a 10% construction contingency of \$164,262 authorized for staff to use as necessary to achieve the goals of the project. The total construction budget for the project was \$1,806,879. During construction, contract change orders totaling \$122,294 were issued for a final contract amount of \$1,764,911.

The construction costs referenced below capture all expenditures.

A.	Construction Contract Amount	\$ 1,642,617
B.	Approved Change Order 1	\$ 69,540
C.	Approved Change Order 2	\$ 74,283
D.	Approved Change Order 3	\$ (21,529)
Total Construction Costs		\$ 1,764,911

Upon acceptance of the improvements, the performance and payment bonds (Bond No. 30197255) will be released and replaced with a warranty bond (Bond No. 30197255, \$1,764,911). The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. George Reed also provided the necessary lien releases for the materials supplied and completed work.

Staff is requesting City Council accept the public improvements constructed by George Reed for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to George Reed in the amount of \$88,246 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

The project was completed by George Reed pursuant to the contract documents dated August 14, 2023. Staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications.

The performance and payment bonds (Bond No. 30197255) will be released and replaced with a one-year warranty bond (Bond No. 30197255, \$1,764,911) upon City Council’s acceptance of the improvements.

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SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR
THE CLASS II BIKEWAYS TO ACE STATION, CIP PS 22-18

FISCAL IMPACT:

The awarded contract was in the amount of \$1,642,617 with a 10% construction contingency for a total construction budget of \$1,806,879. During construction, contract change orders totaling \$122,294 were issued for a final contract amount of \$1,764,911. Adequate funds were allocated within the fiscal year 2024/25 budget to close out CIP PS 22-18. With the completion of this project, staff requests that unused funds be transferred back into the Transportation Development Act (TDA) (2140).

ATTACHMENTS:

- A. Resolution to Accept Public Improvements Constructed by George Reed, Inc. for Class II Bikeways to ACE Station, CIP PS 22-18, and to Authorize the Filing of a Notice of Completion, Releasing of Contract Retention, and Releasing of Performance and Payment Bonds

- B. Notice of Completion – Class II Bikeways to ACE Station, CIP PS 22-18

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SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR
THE CLASS II BIKEWAYS TO ACE STATION, CIP PS 22-18

APPROVALS:



Angel Abarca
Assistant Engineer

8-22-2024

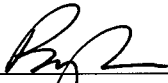
Date



Ken Reed
Senior Construction Manager

8-22-2024

Date



Brad Taylor
City Engineer

8/27/2024

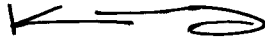
Date



Cari James
Finance Director

9/4/2024


Date



Michael King
Assistant City Manager

8-27-2024

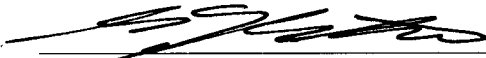
Date



Salvador Navarrete
City Attorney

8-27-2024

Date



Stephen J. Salvatore
City Manager

9.4.24

Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR CLASS II BIKEWAYS TO ACE STATION, CIP PS 22-18, AND TO AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on August 14, 2023, City Council awarded a construction contract to George Reed, Inc. (George Reed) for construction of the Capital Improvement Project (CIP) PS 22-18 for Class II Bikeways to ACE Station (Project); and

WHEREAS, the Project installed Class II bike lanes from Louise Avenue to the Lathrop/Manteca Altamont Commuter Express (ACE) Station located on Yosemite Avenue at the eastern City Limits; and

WHEREAS, the scope of work also included microsurface on Harlan Road and D'Arcy Parkway and overlay asphalt concrete on segments along D'Arcy Parkway and Yosemite Avenue to accommodate the shift in traffic lanes for the new bike lanes; and

WHEREAS, the awarded contract was in the amount of \$1,642,617 and a 10% construction contingency of \$164,262 was authorized for staff to use as necessary to achieve the goals for a total construction budget of \$1,806,879; and

WHEREAS, during construction, contract amendments totaling \$122,294 were issued for a final contract amount of \$1,764,911; and

WHEREAS, George Reed has completed the construction of the project; staff inspected and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, George Reed has provided the necessary lien releases for the materials supplied and completed work; and

WHEREAS, George Reed has submitted a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

WHEREAS, the performance and payment bonds (Bond No. 30197255) will be released and replaced with a one-year warranty bond (Bond No. 30197255, \$1,764,911) upon City Council's acceptance of the improvements; and

WHEREAS, the awarded contract was in the amount of \$1,642,617 with a 10% construction contingency for a total construction budget of \$1,806,879. During construction, contract change orders totaling \$122,294 were issued for a final contract amount of \$1,764,911; and

WHEREAS, adequate funds were allocated within the fiscal year 2024/25 budget to close out CIP PS 22-18. With the completion of this project, staff requests that unused funds be transferred back into the Transportation Development Act (TDA) (2140); and

WHEREAS, staff requests City Council accept the public improvements constructed by George Reed for the Class II Bikeways to ACE Station, CIP PS 22-18; and

WHEREAS, staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk upon acceptance of the improvements and the release of the contract retention to George Reed, in the amount of \$88,246, within forty-five (45) days after the recording of the Notice of Completion and the release of the performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by George Reed for Class II Bikeways to ACE Station, CIP PS 22-18, pursuant to the contract documents dated August 14, 2023; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to George Reed, in the amount of \$88,246 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that City Council also authorizes the transfer of the unused project funds into the Transportation Development Act (TDA) (2140).

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

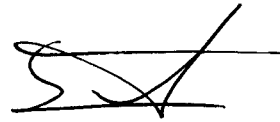
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:
NAME STREET AND NO. CITY STATE
City of Lathrop 390 Towne Centre Drive Lathrop CA 95330
(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:
Project No. CIP PS 22-18 for Bikeways to ACE Station by George Reed, Inc.
4. That on the 9th day of September 2024 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: George Reed, Inc.
6. That the name and address of the transferor is:
NAME STREET AND NO. CITY STATE
George Reed, Inc. 140 Empire Avenue Modesto CA 95354
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:

Project No. CIP PS 22-18 for Bikeways to ACE Station

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: _____
Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **September 9, 2024** by **George Reed, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **September 9, 2024**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By

Stephen J. Salvatore, City Manager

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ITEM 4.16

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC. FOR THE SIDEWALK INFILL AT "J" STREET AND 5TH STREET INTERSECTION, CIP PS 23-09**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements Constructed by Dirt Dynasty, Inc. for the Sidewalk Infill at "J" Street and 5th Street Intersection, CIP PS 23-09, and to Authorize the Filing of a Notice of Completion, the Release of Contract Retention, and the Release of Performance and Payment Bonds**

SUMMARY:

Dirt Dynasty Inc. (Dirt Dynasty) completed construction of the Capital Improvement Project (CIP) PS 23-09 for the Sidewalk Infill at the "J" Street and 5th Street Intersection (Project). The work included the construction of westerly extended-curb returns and standardized American with Disabilities Act (ADA) ramps for pedestrian connectivity through the intersection. Staff inspected and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications.

Dirt Dynasty has submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by Dirt Dynasty for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to Dirt Dynasty, in the amount of \$31,922 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On October 9, 2023, City Council awarded a construction contract to Dirt Dynasty for improvements to the Project. The Project included construction of new rolled and vertical curb, gutter and sidewalk along "J" Street and 5th Street, installation of storm drainage improvements on 5th Street, and microsurfacing with new signing and striping on both road frontages.

Dirt Dynasty completed the construction of the Project. Staff inspected the improvements and which have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC.
FOR SIDEWALK INFILL AT “J” STREET AND 5TH STREET INTERSECTION, CIP
PS 23-09

The awarded contract was in the amount of \$588,430 and a 10% construction contingency of \$58,843 was authorized for staff to use as necessary to achieve the goals of the project. The total construction budget for the project was \$647,273. During construction, contract change orders totaling \$50,010 were issued for a final contract amount of \$638,440.

The construction costs referenced below capture all expenditures. Construction costs are as follows:

A.	Construction Contract Amount		\$	588,430
B.	Approved Change Order 1		\$	23,600
C.	Approved Change Order 2		\$	26,410
Total Construction Costs			\$	638,440

The project has been completed within original contract period and in accordance with the plans, specifications, and City of Lathrop standards. Upon acceptance of the improvements, the performance and payment bonds (Bond No. GM211951) will be released and replaced with a warranty bond (Bond No. GM211951, \$63,844). The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. Dirt Dynasty has also provided the necessary lien releases for the materials supplied and completed work.

Staff is requesting City Council accept the public improvements constructed by Dirt Dynasty for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Dirt Dynasty in the amount of \$31,922 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

The project was completed by Dirt Dynasty pursuant to the contract documents dated October 9, 2023. Staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications.

The performance and payment bonds (Bond No. GM211951) will be released and replaced with a one-year warranty bond (Bond No. GM211951, \$63,844) upon City Council’s acceptance of the improvements.

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC. FOR SIDEWALK INFILL AT "J" STREET AND 5TH STREET INTERSECTION, CIP PS 23-09****FISCAL IMPACT:**

The awarded contract was in the amount of \$588,430 with a 10% construction contingency for a total construction budget of \$647,273. Adequate funds were allocated in FY 24/25 budget to close out CIP PS 23-09. With the completion of this project, staff requests that unused funds be transferred back into the General Fund Street Repair Reserves (1010).

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by Dirt Dynasty, Inc. for the Sidewalk Infill at "J" Street and 5th Street Intersection, CIP PS 23-09, Authorizing the Filing of a Notice of Completion, the Release of Contract Retention, and the Release of Performance and Payment Bonds
- B. Notice of Completion – Sidewalk Infill at "J" Street and 5th Street Intersection, CIP PS 23-09

CITY MANAGER'S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC.
FOR SIDEWALK INFILL AT "J" STREET AND 5TH STREET INTERSECTION, CIP
PS 23-09

APPROVALS:



Angel Abarca
Assistant Engineer

8-22-2024

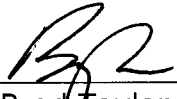
Date



Ken Reed
Senior Construction Manager

8-22-2024

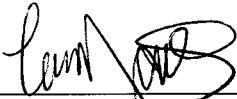
Date



Brad Taylor
City Engineer

8/28/2024

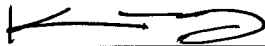
Date



Cari James
Finance Director

9/3/2024

Date



Michael King
Assistant City Manager

8-27-2024

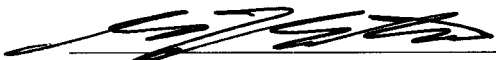
Date



Salvador Navarrete
City Attorney

9.3.2024

Date



Stephen J. Salvatore
City Manager

9.4.24

Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC. FOR THE SIDEWALK INFILL AT "J" STREET AND 5TH STREET INTERSECTION, CIP PS 23-09, AND TO AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, THE RELEASE OF CONTRACT RETENTION, AND THE RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on October 9, 2023, City Council awarded a construction contract to Dirt Dynasty, Inc. (Dirt Dynasty) for construction of the Capital Improvement Project (CIP) PS 23-09 for Sidewalk Infill at the "J" Street and 5th Street Intersection (Project); and

WHEREAS, the work consisted of constructing extended-curb returns and standardized American with Disabilities Act (ADA) ramps for pedestrian connectivity through the intersection; and

WHEREAS, the Project also included construction of new rolled and vertical curb, gutter and sidewalk along "J" Street and 5th Street, installation of storm drainage improvements on 5th Street, and microsurfacing with new signing and striping on both road frontages; and

WHEREAS, the awarded contract was in the amount of \$588,430 and a 10% construction contingency of \$58,843 was authorized for staff to use as necessary to achieve the goals of the project; and

WHEREAS, during construction, contract amendments totaling \$50,010 were issued for a final contract amount of \$638,440; and

WHEREAS, Dirt Dynasty has completed the construction of the project; staff inspected and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, Dirt Dynasty has provided the necessary lien releases for the materials supplied and completed work; and

WHEREAS, Dirt Dynasty has submitted a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

WHEREAS, the performance and payment bonds (Bond No. GM211951) will be released and replaced with a one-year warranty bond (Bond No. GM211951, \$63,844) upon City Council's acceptance of the improvements; and

WHEREAS, adequate funds were allocated in FY 24/25 budget to close out CIP PS 23-09. With the completion of this project, staff requests that unused funds be transferred back into the General Fund Street Repair Reserves (1010); and

WHEREAS, staff requests City Council accept the public improvements constructed by Dirt Dynasty for Sidewalk Infill at "J" Street and 5th Street Intersection, CIP PS 23-09; and

WHEREAS, staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk upon acceptance of the improvements and the release of the contract retention to Dirt Dynasty, in the amount of \$31,922 within forty-five (45) days after the recording of the Notice of Completion and the release of the performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by Dirt Dynasty for Sidewalk Infill at "J" Street and 5th Street Intersection, CIP PS 23-09, pursuant to the contract documents dated October 9, 2023; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Dirt Dynasty, in the amount of \$31,922 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that City Council also authorizes the transfer of the unused project funds into the General Fund Street Repair Reserves (1010).

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME	STREET AND NO.	CITY	STATE
<u>City of Lathrop</u>	<u>390 Towne Centre Drive</u>	<u>Lathrop</u>	<u>CA 95330</u>

(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:
Project No. CIP PS 23-09 Sidewalk Infill at "J" Street and 5th Street Intersection by Dirt Dynasty, Inc.
4. That on the 9th day of September 2024 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: Dirt Dynasty, Inc.
6. That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>Dirt Dynasty, Inc.</u>	<u>P.O. Box 67</u>	<u>Farmington</u>	<u>CA 95230</u>
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
Project No. CIP PS 23-09 Sidewalk Infill at "J" Street and 5th Street Intersection

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: _____
Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **September 9, 2024** by **Dirt Dynasty, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **September 9, 2024**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

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ITEM 4.17

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO AUTOMATIC DOOR SYSTEMS (ADS) INC. FOR THE LATHROP POLICE DEPARTMENT ADA IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Award a Construction Contract to Automatic Door Systems (ADS) Inc. for the Lathrop Police Department ADA Improvements, CIP GG 23-14 and Approve Budget Amendment**

SUMMARY:

In compliance with the Americans with Disabilities Act (ADA), staff has identified the Lathrop Police Department as a Facility that will benefit from the installation of automatic doors. Staff has also identified the need to retrofit an existing door at the Community Center by installing an automatic door opener equipped with sensors and pushbuttons. The goal is to make facility access easier for people with disabilities while improving security and energy conservancy.

The bid solicitation package for the construction of the Lathrop Police Department ADA Improvements CIP GG 23-14 (Project) was advertised on June 11, 2024 in accordance with Informal Bidding Procedures in California Uniform Public Construction Cost Accounting Act (CA PCC) 22034 and Lathrop Municipal Code (LMC) Sections 3.30.060.

Despite efforts to attract potential bidders through the Informal Bidding Procedures 3.30.040 and within the stipulated timeframe, no bids were received. In accordance with municipal code 3.30.080 (B), staff has proceeded to negotiate a contract directly with Automatic Door Systems (ADS) Inc. in the amount of \$40,550. Staff chose to negotiate a contract with (ADS) because they are a reputable company that has consistently delivered quality work for the City in the past, demonstrating a high level of reliability and expertise.

Staff requests Council award a construction contract to (ADS) for \$40,550, authorize a 15% contingency of \$6,083 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$46,633. In addition, sufficient funds were not approved in the approved FY 24-25 budget; therefore, staff requests Council approve a Budget Amendment for \$46,633 as detailed in the fiscal impact section below.

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

AWARD A CONSTRUCTION CONTRACT TO AUTOMATIC DOOR SYSTEMS (ADA) INC. FOR THE LATHROP POLICE DEPARTMENT ADA IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT

BACKGROUND:

Congress enacted the Americans with Disabilities Act (ADA) in 1990 requiring local governments to provide equal access to civic facilities, services, programs and activities for individuals with disabilities. Title 24 of the California Government Code specifies that all buildings, structures, sidewalks, curbs, and related facilities constructed in California with state, county or municipal funds, to be accessible and usable by persons with disabilities.

To make City facility access easier for people with disabilities, staff has identified the Lathrop Police Department as a facility that will benefit from the installation of automatic doors. Staff has also identified the need to retrofit an existing door at the Community Center by installing an automatic door opener equipped with sensors and pushbuttons.

Staff requests Council award a construction contract to (ADS) for \$40,550, authorize a 15% contingency of \$6,083 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$46,633. In addition, sufficient funds were not approved in the approved FY 24-25 budget; therefore, staff requests Council approve a Budget Amendment for \$46,633 as detailed in the fiscal impact section below.

REASON FOR RECOMMENDATION:

The proposed project will improve accessibility for individuals with disabilities, improve security, save energy and establish ADA conformance.

FISCAL IMPACT:

Sufficient Funds were not budgeted to cover the costs for project Lathrop Police Department ADA Improvements GG 23-14. Staff is requesting Council approve the following budget amendment transferring \$46,633 from the Measure C Fund (1060) to the CIP Project Fund (3010), (pending Measure C review and approval) as follows:

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$46,633
 <u>Increase Transfer</u>		
3010-9900-393-00-00	GG 23-14	\$46,633
 <u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 23-14	\$46,633

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

AWARD A CONSTRUCTION CONTRACT TO AUTOMATIC DOOR SYSTEMS (ADA) INC. FOR THE LATHROP POLICE DEPARTMENT ADA IMPROVEMENTS, CIP GG 23-14 AND APPROVE BUDGET AMENDMENT

ATTACHMENTS:

- A. Resolution to award a Construction Contract to Automatic Door Systems (ADA) Inc. for the Lathrop Police Department ADA Improvements, CIP GG 23-14 and Approve Budget Amendment
- B. Construction Contract with Automatic Door Systems (ADA), Inc. for CIP GG 23-14, Lathrop Police Department ADA Improvements

CITY MANAGER'S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AWARD A CONSTRUCTION CONTRACT TO AUTOMATIC DOOR SYSTEMS (ADA)
INC. FOR THE LATHROP POLICE DEPARTMENT ADA IMPROVEMENTS, CIP GG
23-14 AND APPROVE BUDGET AMENDMENT

APPROVALS:



Carlos Carrillo
Management Analyst II

8/29/2024
Date



Ken Reed
Senior Construction Manager

9-3-2024
Date




Brad Taylor
City Engineer

8/29/2024
Date



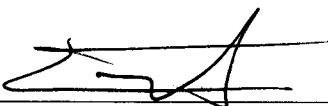
Cari James
Director of Finance

9/4/2024
Date



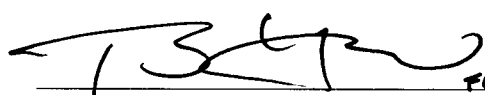
Michael King
Assistant City Manager

8.29.2024
Date



Salvador Navarrete
City Attorney

9-3-2024
Date

 FOR SMS

Stephen J. Salvatore
City Manager

9/4/2024
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD A CONSTRUCTION CONTRACT TO AUTOMATIC DOOR SYSTEMS (ADS) INC. FOR THE LATHROP POLICE DEPARTMENT ADA IMPROVEMENTS CIP GG 23-14 AND APPROVE BUDGET AMENDMENT

WHEREAS, in compliance with the Americans with Disabilities Act (ADA), staff has identified the Lathrop Police Department as a Facility that will benefit from the installation of automatic doors. Staff has also identified the need to retrofit an existing door at the Community Center by installing an automatic door opener equipped with sensors and pushbuttons; and

WHEREAS, the bid solicitation package for the construction of the Lathrop Police Department ADA Improvements CIP GG 23-14 (Project) was advertised on June 11, 2024 in accordance with Informal Bidding Procedures in California Uniform Public Construction Cost Accounting Act (CA PCC) 22034 and Lathrop Municipal Code (LMC) Sections 3.30.060; and

WHEREAS, despite efforts to attract potential bidders through the Informal Bidding Procedures 3.30.040 and within the stipulated timeframe, no proposals were received. In accordance with municipal code 3.30.080 (B), staff has proceeded to negotiate a contract directly with Automatic Door Systems (ADS) Inc. in the amount of \$40,550; and

WHEREAS, staff chose to negotiate a contract directly with (ADS) because they are a reputable company that has consistently delivered quality work for the City in the past, demonstrating a high level of reliability and expertise; and

WHEREAS, staff requests Council award a construction contract to (ADS) for \$40,550, authorize a 15% contingency of \$6,083 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$46,633; and

WHEREAS, sufficient Funds were not budgeted to cover the costs for project Lathrop Police Department ADA Improvements GG 23-14. Staff is requesting Council approve the following budget amendment transferring \$46,633 from the Measure C Fund (1060) to the CIP Project Fund (3010), (pending Measure C review and approval) as follows:

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$46,633
<u>Increase Transfer</u>		
3010-9900-393-00-00	GG 23-14	\$46,633
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 23-14	\$46,633

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Automatic Door Systems (ADS). for construction of CIP GG 23-14 Lathrop Police Department ADA Improvements for a cost of \$40,550; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves a budget amendment to transfer \$46,633 from the Measure C Fund (1060) to the CIP Project Fund (3010) (Pending Measure C review and approval) to cover the total cost of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 15% construction contingency of \$6,083 for a total cost not to exceed \$46,633 for construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated September 9, 2024, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Automatic Door Systems Inc.**, (Contractor), whose Taxpayer Identification Number is.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for the **ADA IMPROVEMENTS LATHROP POLICE STATION, CIP GG 23-14** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including but not limited to the removal of (2) sets of existing double swing doors, framing modifications and the procurement and installation of 2 automated single slide glass doors at (940 River Islands Pkwy, Lathrop, CA 9533). The procurement and installation of one automatic door opener on an existing single door with sensors and pushbuttons to conform to ADA regulations at (15557 5th St. Lathrop, CA 95330) as more fully described in the Project Plans and Specifications of the Informal Bid Solicitation, City of Lathrop Facilities ADA Improvements and incorporated herein by reference.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: (Forty Thousand Five Hundred Fifty Dollars)

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Automatic Door Systems Inc. on July 10, 2024. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the

provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) **Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of

proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre Drive
 Lathrop, CA 95330

City of Lathrop
 Department of Public Works
 390 Towne Centre Drive
 Lathrop, CA 95330

(209) 941-7430
FAX: (209) 941-7449
ATTN: Management Analyst

To Contractor: _____
Mailing Address: _____
Phone: _____
Email: _____
ATTN: _____

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise

control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).

- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor Quotes

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Manager's approval.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

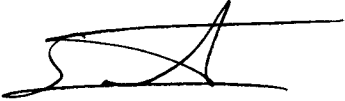
CONTRACTOR:

By: _____

Name: _____

Title: _____

**CITY OF LATHROP
APPROVED AS TO FORM:**

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Director of Public Works

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

Automatic Door Systems, Inc.

982 Terminal Way
San Carlos, CA 94070-3225
Phone: 650-592-8282
Fax: 650-598-3786

Sales Quote 24-0679

Quote Date 9/4/2024

Contact Carlos Carrillo
main: ext:
cell: 209-990-6776

Customer:

City of Lathrop
390 Towne Centre Dr
Public Works
Lathrop, CA 95330

Project Name:

Add ADA swing operator system

Location:

City of Lathrop
15557 5th St
Community Center
Lathrop, CA 95330

Project Description:

ADS will install (1) ADA swing operator (1) el strike (2) 36" radio push plates (1) bollard post for exterior push plate space for card reader Lead time 3-4 weeks

<u>Door Location</u>	<u>Office entry south</u>	<u>Door Id</u>	<u>Hdwr Grp</u>
<u>Qty.</u>	<u>Description</u>		
1	MA LH Push Automatic Swing Door Operator Clear Finish		
1	1/4" x 6" Aluminum Back Plate painted to match header finish		
1	BEA 10PSMDR2024 - UL Regulated "MINI" Power Supply 120Vac/ 24VDC Output		
1	Camden Full Function Dual Receiver 915 MHZ		
2	Camden Wall Switch Transmitter 915 MHZ		
2	Camden 7536 Column Clear Anodized Push Plate Switch		
1	Camden Bollard Post 48" extruded Clear anodized aluminum		
1	AR 7440 Electric Strike 1 1/4" x 4 7/8" face plate 12/24 VDC Selectable, S/S, Able to Compensate Preload Issues up to 35 LBS 628 Finish		
1	HES 152 Universal Mounting Tabs		

Notes: Work done during Regular hours
Submittals included with (1) revision
Includees : bid bonds

EXCLUSIONS:

- any hardware or labor not listed on this quote
- any work stoppages, delays or standby time will be billed separately
- electrical / including running of low voltage wires if required
- security provisions
- patching / painting holes from removed hardware by others
- painting of doors / frames by others
- acquiring building permits by others

Scope includes material and labor to install above-stated equipment at this door location. All work to be performed during the standard work day, which is Monday - Friday from 7am to 4pm (or as stated above).

Exclusions: 115 VAC circuit to equipment, all electrical conduit, wire, concrete work, patching, painting, any permits, licenses, material and/or labor other than noted above.
Price does not include work previously performed.

Any alteration or deviation from the above specifications involving extra cost of materials or labor will only be executed upon written orders for same, and will be an extra charge over the sum mentioned in this proposal. All agreements must be made in writing.

PROPOSAL VALID FOR 15 DAYS FROM DATE ABOVE.

In the event that the job location requests atypical insurance requirements this fee will be passed on to the customer directly.



Acceptance: I am duly authorized to accept the above Sales Quote according to all terms and conditions stated and owner agrees to pay amounts mentioned in said Sales Quote. Sales Quote includes any taxes and freight as applicable.

Signature: _____ **Date:** _____

Prepared by: Ben Custodio

Date / Time 9/4/2024 2:57:18 PM

**Quote Total:
\$10,150.00**

Automatic Door Systems, Inc.

982 Terminal Way
San Carlos, CA 94070-3225
Phone: 650-592-8282
Fax: 650-598-3786

Sales Quote 24-0677

Quote Date 9/4/2024

Contact Carlos Carrillo
main: ext:
cell: 209-990-6776

Customer:

City of Lathrop
390 Towne Centre Dr
Public Works
Lathrop, CA 95330

Project Name:

Main Entry Change to auto slider

Location:

City of Lathrop
940 River Islands Pkwy
Lathrop, CA 95330

Project Description:

ADS will remove manual doors and sub frame then install new automatic 3-panel single slide door system material Lead time 4-5 weeks

<u>Door Location</u>	<u>Main Entry</u>	<u>Door Id</u>	<u>Hdwr Grp</u>
<u>Qty.</u>	<u>Description</u>		
1	Gildor 3-panel telescopic automatic sliding door, full break out, electric locking, exit bar, 5/8" glass stops, Dark Bronze anodized finish <u>Security package features:</u> Bedis control module, Concealed header sensors, factory alarm contacts, narrow stiles, 4" Muntin, electric lock , recessed exit bar 10" bottom rails door bottom sweeps		
53	Sq Ft 5/8" Insulated Glass 1/8" Clr Tempered x 1/4" CL filler x 1/4" Clear Solarban 60		
2	Camden CM-2020 SPDT Momentary Key Switch Narrow 1 3/4" Bronze Finish		

Notes: Work done during Regular hours
Submittals included with (1) revision
Includes: bonds

EXCLUSIONS:

- Submittals NOT included
- any hardware or labor not listed on this quote
- any work stoppages, delays or standby time will be billed separately
- electrical / including running of low voltage wires if required
- standby time for fire drop test
- security provisions
- patching / painting holes from removed hardware by others
- painting of doors / frames by others
- acquiring building permits by others

Scope includes material and labor to install above-stated equipment at this door location. All work to be performed during the standard work day, which is Monday - Friday from 7am to 4pm (or as stated above).

Exclusions: 115 VAC circuit to equipment, all electrical conduit, wire, concrete work, patching, painting, any permits, licenses, material and/or labor other than noted above.
Price does not include work previously performed.

Any alteration or deviation from the above specifications involving extra cost of materials or labor will only be executed upon written orders for same, and will be an extra charge over the sum mentioned in this proposal. All agreements must be made in writing.

PROPOSAL VALID FOR 15 DAYS FROM DATE ABOVE.

In the event that the job location requests atypical insurance requirements this fee will be passed on to the customer directly.



Acceptance: I am duly authorized to accept the above Sales Quote according to all terms and conditions stated and owner agrees to pay amounts mentioned in said Sales Quote. Sales Quote includes any taxes and freight as applicable.

Signature: _____ **Date:** _____

Prepared by: Ben Custodio

Date / Time 9/4/2024 11:38:04

**Quote Total:
\$30,400.00**

ITEM 4.18

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Award a Construction Contract to Bockmon & Woody, Inc. for Construction of CIP GG 23-19 South Lathrop Surveillance System and Approve Budget Amendment**

SUMMARY:

On June 14, 2023, City Council approved the creation of Capital Improvement Project (CIP) GG 23-19, South Lathrop Surveillance System. This project will improve the network capabilities in South Lathrop to integrate stationary surveillance equipment to leverage technology for enhanced crime prevention and public safety.

The project involves installing fiber optic cable around the perimeter of the South Lathrop Commerce Center, extending from Glacier Street to Yosemite Avenue. Additionally, six concrete pedestals will be constructed to support network cabinets that will house network hardware to operate and provide power to the cameras mounted on streetlights.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on July 17, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened one (1) bid on August 15, 2024. Based on the review and evaluation of the bid, the lowest responsive and responsible bidder for construction of the Project was determined to be Bockmon & Woody, Inc. with a bid of \$159,321.

Staff requests City Council award a construction contract to Bockman & Woody for construction of the Project in the amount of \$159,321 and authorize a 20% construction contingency of \$31,864 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$191,185.

There is currently \$111,638 available funds in CIP GG 23-19 for this project however, additional funds are needed to cover the whole cost of the project. Staff requests City Council approve a budget amendment to transfer \$79,547 from the South Lathrop Fund (2670) to the CIP Fund (3010). The South Lathrop Fund is funded by property tax from the established Community Facilities Districts for the South Lathrop Specific Plan.

**SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR
CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM
AND APPROVE BUDGET AMENDMENT.**

BACKGROUND:

Staff identified the need to expand its network capabilities by installing fiber optic cable in South Lathrop to be able to install surveillance systems that will help ensure public safety. The newly installed fiber optic cable will allow the operation of surveillance systems, which will deter, prevent and enhance crime prevention measures. Policies related to the City’s surveillance systems have been established to ensure compliance with state laws and safekeeping of the system and the data collected.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on July 17, 2024, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

One (1) bid was received and determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Base Bid
Bockmon & Woody Inc.	\$ 159,321

Staff reviewed and evaluated the bids and determined that the lowest responsive and responsible bidder is Bockmon & Woody. Staff requests City Council adopt a resolution awarding a construction contract to Bockmon & Woody for \$159,321.

Staff also requests City Council authorize a 20% construction contingency of \$31,864 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$191,185.

REASON FOR RECOMMENDATION:

Expanding network capabilities in South Lathrop is essential to deter and help solve crimes, enhance public safety, and improve traffic management. They provide valuable data for urban planning, increase efficiency by reducing the need for constant patrols, and can build community trust. Overall, these technologies contribute to safer, better-managed urban environments.

FISCAL IMPACT:

There is currently \$111,638 available in CIP GG 23-19 for this project however, additional funds are needed to cover the whole cost of the project. Staff requests City Council approve a budget amendment to transfer \$79,547 from the South Lathrop Fund (2670) to the CIP Fund (3010) as follows:

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR
CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM
AND APPROVE BUDGET AMENDMENT.

<u>Increase Transfer Out</u>		
2670-9900-990-9010		\$79,547
 <u>Increase Transfer In</u>		
3010-9900-393-0000	GG 23-19	\$79,547
 <u>Increase Appropriation</u>		
3010-8000-430-3700	GG 23-19	\$79,547

ATTACHMENTS:

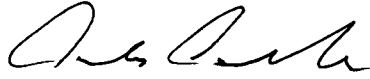
- A. Resolution to Award a Construction Contract to Bockmon & Woody Inc. for Construction of CIP GG 23-19 South Lathrop Surveillance System and approve budget amendment.
- B. Construction Contract with Bockmon & Woody Inc. for Construction of CIP GG 23-19 South Lathrop Surveillance System.

CITY MANAGER'S REPORT

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO BOCKMON & WOODY, INC. FOR CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM AND APPROVE BUDGET AMENDMENT.

APPROVALS:



Carlos Carrillo
Management Analyst

8/28/2024

Date



Ken Reed
Senior Construction Manager

9-3-2024

Date



Tony Fernandes
Director of Information Systems

8-29-2024

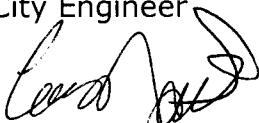
Date



Brad Taylor
City Engineer

8/28/2024

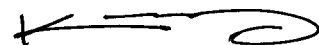
Date



Cari James
Director of Finance

9/4/2024

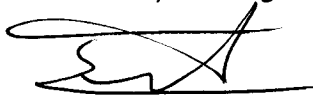
Date



Michael King
Assistant City Manager

8.29.2024

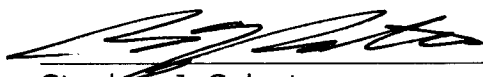
Date



Salvador Navarrete
City Attorney

8.28.2024

Date



Stephen J. Salvatore
City Manager

9.4.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD A CONSTRUCTION CONTRACT TO BOCKMON & WOODY INC. FOR CONSTRUCTION OF CIP GG 23-19 SOUTH LATHROP SURVEILLANCE SYSTEM AND APPROVE BUDGET AMENDMENT

WHEREAS, on June 14, 2023, City Council approved the creation of Capital Improvement Project (CIP) GG 23-19, South Lathrop Surveillance System. This project will improve the network capabilities in South Lathrop to integrate stationary surveillance equipment to leverage technology for enhanced crime prevention and public safety; and

WHEREAS, the project involves installing fiber optic cable around the perimeter of the South Lathrop Commerce Center, extending from Glacier Street to Yosemite Avenue. Additionally, six concrete pedestals will be constructed to support network cabinets that will house network hardware to operate and provide power to the cameras mounted on streetlights; and

WHEREAS, the bid solicitation package with plans and specifications for the construction of the Project was advertised on July 17, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, the City Clerk received and opened one (1) bid on August 15, 2024; and

WHEREAS, based on the review and evaluation of the bid, the lowest responsive and responsible bidder for construction of the Project was determined to be Bockmon & Woody, Inc. with a bid of \$159,321; and

WHEREAS, staff requests City Council award a construction contract to Bockman & Woody for construction of the Project in the amount of \$159,321 and authorize a 20% construction contingency of \$31,864 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$191,185; and

WHEREAS, there is currently \$111,638 available in CIP GG 23-19 for this project however, additional funds are needed to cover the whole cost of the project. Staff requests City Council approve a budget amendment to transfer \$79,547 from the South Lathrop Fund (2670) to the CIP Fund (3010) as follows;

<u>Increase Transfer Out</u>		
2670-9900-990-9010		\$79,547
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 23-19	\$79,547

Increase Appropriation

3010-8000-430-3700

GG 23-19

\$79,547

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Bockmon & Woody, Inc. for construction of CIP GG 23-19 South Lathrop Surveillance System for a cost of \$159,321; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves a budget amendment to transfer \$79,547 from the South Lathrop Fund (2670) to the CIP Fund (3010) to cover the total cost of the project.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 20% construction contingency of \$31,864 for a total cost not to exceed \$191,185 for construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT
" B "

CONSTRUCTION CONTRACT

This Contract dated **September 9, 2024** is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Bockmon & Woody Inc.**, whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **South Lathrop Fiber Optic Extension, CIP GG 23-19** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract is generally described as, but not necessarily limited to the procurement, installation, integration and testing of fiber optic cable and CAT 6 cable, Installation of power (120v) from existing street light circuit to network cabinets, Surveying to identify length of existing 2" conduit, Directional Boring/trenching, installation of conduit, construction and installation of concrete pedestal as stable bases for network cabinets and the mounting of City provided network cabinets equipped with necessary accessories to support and manage network equipment efficiently.

The work shall be **completed within 60 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: (One hundred fifty-nine thousand three hundred twenty one dollars)

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by <<Contractor>> on August 15, 2024. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements effecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any

part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.

- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under *Section 00700 - 5.1A*.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:

- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
- (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
- (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
- (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
- (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
- (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
- (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
- (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
- (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
- (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.

12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

PHONE: (209) 941-7363
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____
Mailing Address: _____
Phone: _____
Email: _____
ATTN: _____

16. Miscellaneous.

- (1) **Bailee Disclaimer.** The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) **Consent.** Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) **Controlling Law.** The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) **Definitions.** The definitions and terms are as defined in these specifications.
- (5) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) **Headings.** The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) **Incorporation of Documents.** All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) **Integration.** This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) **Modification of Contract.** This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.

- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined

in accordance with changed conditions or change order provisions of the Construction Documents.

- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:


By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Assistant City Manager

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION
CIP GG 23-19

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: **SOUTH LATHROP FIBER OPTIC EXTENSION, CIP GG 23-19**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by the Base Bid, the base bid plus bid alternate 1, or none of the work.

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION
CIP GG 23-19

BID PROPOSAL FORMS

SOUTH LATHROP FIBER OPTIC EXTENSION, CIP GG 23-19**BASE BID SCHEDULE**

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00
2	Traffic Control	1	LS	\$ 3,500.00	\$ 3,500.00
3	Erosion and Sediment Control Plan	1	LS	\$ 7,000.00	\$ 7,000.00
4	Survey to identify length of existing 2" conduit	1	LS	\$ 2,000.00	\$ 2,000.00
5	Furnish and Install (1) 48 strand fiber optic cable	8100	LF	\$ 3.80	\$ 30,780.00
6	Furnish and Install N36 pull boxes with lids	6	EA	\$ 3,059.00	\$ 18,354.00
7	Construct Concrete foundation and pedestal 3000 psi	5	EA	\$ 5,004.00	\$ 25,020.00
8	Install City-Provided NEMA 3 Network enclosures	5	EA	\$ 863.00	\$ 4,315.00
9	Furnish and install network cabinet cooling fan, 120v 20A single phase breaker, 120v 20 A GFCI receptacle, Common and Ground bus bar, ground rod.	5	EA	\$ 2,284.00	\$ 11,420.00
10	Furnish and install 2" schedule 40 conduit	200	LF	\$ 65.00	\$ 13,000.00
11	Furnish and install #10 AWG Tracer wire	8100	LF	\$ 1.42	\$ 11,502.00
12	Furnish and Install CAT 6 cable	400	LF	\$ 15.10	\$ 6,040.00
13	Run power (120v)from Streetlight pull box and terminate at new network cabinets	5	LS	\$ 4,478.00	\$ 22,390.00
	TOTAL BID			\$ 159,321.00	

TOTAL BASE BID: \$159,321.00**TOTAL BASE BID IN WORDS:** One Hundred Fifty Nine Thousand, Three Hundred Twenty One Dollars, and Zero Cents

00300-2

SECTION 00300

**SOUTH LATHROP FIBER OPTIC EXTENSION
CIP GG 23-19**

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:
Bockmon & Woody Electric Co., Inc.
1528 El Pinal Drive, Stockton, CA 95205
- (2) Bidder's telephone number: (209) 464-4878
- (3) Bidder's fax number: N/A
- (4) Bidder's Contractor's License # / Expiration Date / Classification:
588308 / 2/28/2026 / A & C-10
- (5) Bidder's DIR Registration # / Expiration:
1000002789 / 6/30/2027
- (6) Person who inspected site of proposed work for Contractor's firm:
 Name: Josh Edwards Date of Inspection: 8/14/2024
- (7) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Arch Rd Fiber Optics	\$179,370.	City of Stockton: Parviz Chitsazan (209) 937-8243
Emerald Glen Aquatic Ctr	\$67,187.	City of Dublin: Andrew Russell (925) 833-6630
Ross Valley USD IT Infrastructure	\$460,303.	Ross Valley USD: Bret Joyner (415) 779-4068
Edison HS Tech Building	\$1,300,250.	Stockton USD: Carl Toliver (209) 993-7070
Merced Union HS	\$280,157.	Merced Union HS Dist: Scott Scambray (209) 385-6412

00300-3

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION
CIP GG 23-19

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

	<u>Subcontractor</u>		
<u>Work to be Performed</u>	<u>License</u>	<u>Percent of</u>	<u>Subcontractor's Name & Address</u>
	<u>Number</u>	<u>Total Contract</u>	
1. N/A	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION
CIP GG 23-19

BID PROPOSAL FORMS

ADDENDA

Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

1

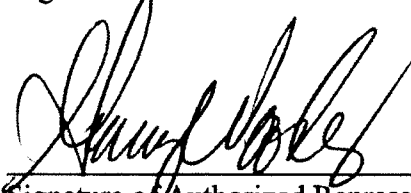
Respectfully submitted,

8/15/2024

Dated

Bockmon & Woody Electric Co., Inc.

Legal Name of Firm



Gary M Woody

Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Gary M Woody: Co-CEO and Secretary: 1528 El Pinal Drive, Stockton, CA 95205

Nicholas J Woody: Co-CEO and Treasurer: 1528 El Pinal Drive, Stockton, CA 95205

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Bockmon & Woody Electric Co., Inc.

as PRINCIPAL, and The Ohio Casualty Insurance Company

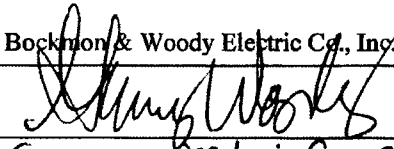
as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of Bid.

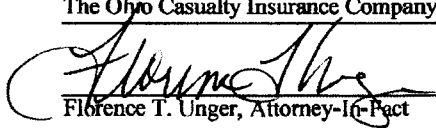
THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **SOUTH LATHROP FIBER OPTIC EXTENSION, CIP GG 23-19**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 5th day of August, 2024.

Bockmon & Woody Electric Co., Inc. (Seal)
 (Seal)
Gary M. Woody - Co-CEO
Address: 1528 El Pinal Drive
Stockton, CA 95205

The Ohio Casualty Insurance Company (Seal)
 (Seal)
Florence T. Unger, Attorney-in-Fact
Address: 3415 Brookside Rd, Ste 100
Stockton, CA 95219

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

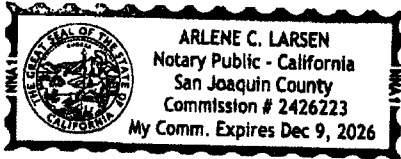
State of California)
County of San Joaquin)

On August 13, 2024 before me, Arlene C. Larsen, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gary M. Woody
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Arlene C Larsen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210976 - 977080

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Bolger, Florence T. Unger, Gregory R. Dohrmann, Julie Heckman, Lisa Reyes, Selena Rosales, Wendy Stewart

all of the city of Stockton state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of August, 2024.



By: Renee C. Llewellyn, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Joaquin)

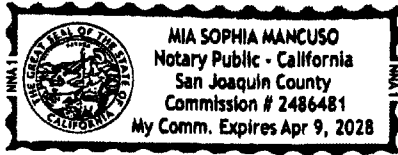
On August 5, 2024 before me, Mia Sophia Mancuso, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Florence T Unger
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Mia Sophia Mancuso
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bockmon & Woody - Bid Bond Document Date: 8/5/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Florence T Unger
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION
CIP GG 23-19

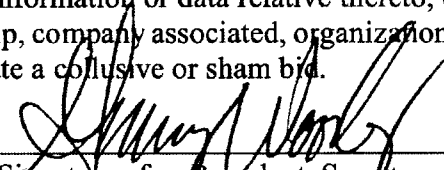
BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF California)
)
COUNTY OF San Joaquin) ss.

Gary M Woody, being first duly sworn, deposes and says that he or she is

Co-CEO of Bockmon & Woody Electric Co., Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


Signature of: President, Secretary, Gary M Woody: Co-CEO
Manager, Project Manager or Representative

The County of _____

State of SEE ATTACHED

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____, by

_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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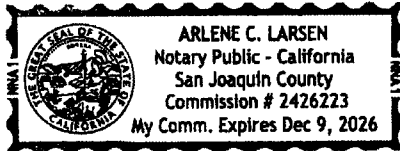
State of California)
County of San Joaquin)

On August 13, 2024 before me, Arlene C. Larsen, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gary M. Woody
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Arlene C Larsen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SECTION 00300

SOUTH LATHROP FIBER OPTIC EXTENSION
CIP GG 23-19

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-8

ITEM 4.19

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO FRONTLINE GENERAL ENGINEERING CONSTRUCTION, INC. FOR CONSTRUCTION OF LATHROP GATEWAY ARCHES, CIP GG 24-23 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to Frontline General Engineering Construction, Inc. for Construction of Lathrop Gateway Arches, CIP GG 24-23 and Approving Budget Amendment**

SUMMARY:

On July 10, 2023, City Council created Capital Improvement Project (CIP) GG 24-23 for Historic Lathrop Beautification that includes design and construction of the Lathrop Gateway Arches (Project). The Project consists of constructing two roadway arches on 5th Street near the Lathrop Road and Louise Avenue intersections.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on August 12, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened six (6) bids on August 29, 2024. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be Frontline General Engineering Construction, Inc. (Frontline) with a bid of \$938,489.70.

Staff requests City Council award a construction contract to Frontline for construction of the Project in the amount of \$938,489.70 and authorize a 15% construction contingency of \$140,774 for a total construction budget of \$1,079,264.

Sufficient funds were not allocated in the approved Fiscal Year (FY) 24-25 budget to fund the construction contract and a 15% contingency. Thus, staff is requesting City Council approve a budget amendment transferring \$1,079,264 from Measure C Fund (1060) to the CIP Project Fund (3310) subject to review and approval by the Measure C Oversight Committee.

BACKGROUND:

At the July 10, 2023 City Council meeting, Council created CIP GG 24-23 for installation of gateway arches on 5th Street near the Lathrop Road and Louise Avenue intersections. The Project will construct two gateway arches with a truss structural system, electrical components, remove and replace sidewalk, landscape, and install a new irrigation system.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO FRONTLINE GENERAL ENGINEERING
CONSTRUCTION, INC. FOR CONSTRUCTION OF LATHROP GATEWAY ARCHES,
CIP GG 24-23 AND APPROVE BUDGET AMENDMENT

The bid solicitation package with plans and specifications for the construction of the Project was advertised on August 12, 2024, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Six (6) bids were received; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Base Bid
Frontline General Engineering Construction Inc.	\$ 938,489.70
Swierstok Enterprise Inc., dba Pro Builders	\$ 1,108,406.00
Dirt Dynasty, Inc.	\$ 1,235,388.00
Soracco, Inc.	\$ 1,236,406.95
BOBO Construction, Inc.	\$ 1,237,403.00
Saboo Inc.	\$ 1,283,998.00

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Frontline. Staff requests City Council adopt a resolution awarding a construction contract to Contractor for \$938,489.70.

Staff also requests City Council authorize a 15% construction contingency of \$140,774 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$1,079,264.

REASON FOR RECOMMENDATION:

Historic Lathrop, generally known as the area bounded by Lathrop Road on the north, Louise Avenue on the south, Harlan Road on the west and 7th Street on the east, predates the City’s incorporation in 1989. Construction of the Lathrop Gateway Arches will memorialize the historical significance and create an appealing entryway into the neighborhood.

FISCAL IMPACT:

Sufficient funds were not allocated in the approved FY 24-25 budget for CIP GG 24-23, thus staff is also requesting the approval of a budget amendment transferring \$1,079,264 from Measure C Fund (1060) to the CIP Project Fund (3310), subject to review and approval by the Measure C Oversight Committee, as follows:

Increase Transfer Out 1060-9900-990-9010		\$1,079,264
Increase Transfer In 3010-9900-393-0000	GG 24-23	\$1,079,264

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO FRONTLINE GENERAL ENGINEERING
CONSTRUCTION, INC. FOR CONSTRUCTION OF LATHROP GATEWAY ARCHES,
CIP GG 24-23 AND APPROVE BUDGET AMENDMENT


Increase Expenditures		
3010-8000-420-12-00	GG 24-23	\$1,079,264

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to Frontline General Engineering Construction, Inc. for Construction of Lathrop Gateway Arches, CIP GG 24-23 and Approving Budget Amendment
- B. Construction Contract with Frontline General Engineering Construction, Inc. for Construction of the Lathrop Gateway Arches, CIP GG 24-23

CITY MANAGER'S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO FRONTLINE GENERAL ENGINEERING
CONSTRUCTION, INC. FOR CONSTRUCTION OF LATHROP GATEWAY ARCHES,
CIP GG 24-23 AND APPROVE BUDGET AMENDMENT

APPROVALS:



Angel Abarca
Assistant Engineer

9-3-2024

Date



Brad Taylor
City Engineer

9/3/2024

Date



Cari James
Director of Finance

9/4/2024


Date



Michael King
Assistant City Manager

9/3/2024

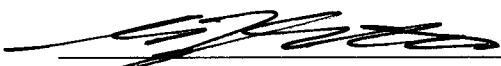
Date



Salvador Navarrete
City Attorney

9.3.2024

Date



Stephen J. Salvatore
City Manager

9.4.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO FRONTLINE GENERAL ENGINEERING CONSTRUCTION, INC. FOR CONSTRUCTION OF LATHROP GATEWAY ARCHES, CIP GG 24-23 AND APPROVE BUDGET AMENDMENT

WHEREAS, on July 10, 2023, City Council created Capital Improvement Project (CIP) GG 24-23 for Historic Lathrop Beautification that includes design and construction of Lathrop Gateway Arches (Project); and

WHEREAS, the Project consists of constructing two roadway arches on 5th Street near the Lathrop Road and Louise Avenue intersections; and

WHEREAS, the scope of work includes constructing two gateway arches with a truss structural system, electrical components, remove and replace sidewalk, landscape, and install a new irrigation system; and

WHEREAS, the bid solicitation package with plans and specifications for the construction of the Project was advertised on August 12, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, six (6) bids were received and opened on August 29, 2024; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be Frontline General Engineering Construction, Inc. (Frontline) with a bid of \$938,489.70; and

WHEREAS, staff requests City Council award a construction contract to Frontline for construction of the Project in the amount of \$938,489.70 and authorize a 15% construction contingency of \$140,774 for a total construction budget of \$1,079,264; and

WHEREAS, sufficient funds were not allocated in the approved FY 24-25 budget for CIP GG 24-23, thus staff is also requesting the approval of a budget amendment transferring \$1,079,264 from Measure C Fund (1060) to the CIP Project Fund (3310) as follows:

Increase Transfer Out 1060-9900-990-9010		\$1,079,264
Increase Transfer In 3010-9900-393-0000	GG 24-23	\$1,079,264
Increase Expenditures 3010-8000-420-12-00	GG 24-23	\$1,079,264

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Frontline General Engineering Construction, Inc. for construction of Lathrop Gateway Arches, CIP GG 24-23 for a cost of \$938,489.70; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 15% construction contingency of \$140,774 for a total construction budget of \$1,079,264 and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$1,079,264 from Measure C Fund (1060), subject to review and approval by the Measure C Oversight Committee, to the CIP Project (3310) as detailed above.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

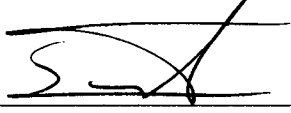
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **September 9, 2024**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Frontline General Engineering Construction, Inc.** (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **Lathrop Gateway Arches, CIP GG 24-23** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract is generally described as, but not necessarily limited to; constructing (2) two gateway arches (with structural and electrical components) on 5th Street near the Lathrop Road and Louise Avenue intersections, removing and replacing sidewalk, landscape, including a new irrigation system, and performing all appurtenant work in place and ready for use, all as shown in the Contract Plans and Specifications.

The work shall be **completed within 30 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ _____

3. Construction Documents. This Contract shall include the Construction Documents which are on file with Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by **Frontline General Engineering Construction, Inc.** on August 29, 2024.

For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract.

A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
 - d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
 - e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
 - f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.

11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and

- (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
- 12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
- 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
- 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
- 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre Drive
 Lathrop, CA 95330

(209) 941-7430
 FAX: (209) 941-7449
 ATTN: Senior Construction Manager

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.

- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City.

Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.

- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code §1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Assistant City Manager

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

SECTION 00300

LATHROP GATEWAY ARCHES
CIP GG 24-23

BID PROPOSAL FORMS

LATHROP GATEWAY ARCHES, CIP GG 24-23

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	67,436.18	67,436.18
2	Traffic Control	1	LS	25,170.41	25,170.41
3	Erosion and Sediment Control Plan (ESCP)	1	LS	3,751.81	3,751.81
4	Clearing, Grubbing, and Disposal	1	LS	27,810.30	27,810.30
5	Remove existing Asphalt Pavement / Concrete	1	LS	14,927.28	14,927.28
6	Grading (Rough / Fine)	1	LS	30,429.57	30,429.57
7	Tree Removal	2	EA	1,934.30	3,868.60
8	Install 3/4" Water Meter	2	EA	2,295.11	4,590.22
9	Relocate (ex) Water Meter	2	EA	1,840.86	3,681.72
10	Install 1" Water Line	43	LF	76.53	3,290.79
11	Install 3/4" Backflow Preventer w/ Enclosure, Pad, & Blanket	2	EA	8,761.28	17,522.56
12	Install North Entry Gateway Arch	1	LS	162,715.16	162,715.16
13	Install South Entry Gateway Arch	1	LS	170,862.38	170,862.38
14	Install Electrical Components to North Entry Gateway Arch	1	LS	90,996.02	90,996.02
15	Install Electrical Components to South Entry Gateway Arch	1	LS	85,446.26	85,446.26
16	Construct 6" PCC Sidewalk	1,030	SF	40.60	41,818.00
17	Asphalt Pavement	673	SF	35.90	24,160.70
18	Construct 6" Vertical Curb & Gutter	165	LF	214.00	35,310.00
19	Construct 6" Vertical Curb	32	LF	318.91	10,205.12
20	Install Steel Edging	40	LF	75.14	3,005.60
21	Prepare Soil for Landscape	459	SF	8.55	3,924.45
22	Install 15 Gallon Trees	2	EA	3,443.24	6,886.48
23	Install 5 Gallon Shrubs	19	EA	363.43	6,905.17
24	Install 2 Gallon Shrubs	17	EA	531.70	9,038.90

00300-2

SECTION 00300

**LATHROP GATEWAY ARCHES
CIP GG 24-23**

BID PROPOSAL FORMS

25	Install 3" Decorative DG Mulch	459	SF	24.63	11,305.17
26	Install Irrigation Controls and Distribution	1	LS	73,430.85	73,430.85

TOTAL BASE BID: 938,489.700

TOTAL BASE BID IN WORDS: nine hundred thirty-eight thousand four hundred eighty-nine dollars and seventy cents

00300-3

ITEM 4.20

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO MG & JC CONCRETE, INC. FOR CONSTRUCTION OF TOWNE CENTRE DRIVE RAISED CROSSWALK PROJECT, CIP PS 24-07**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to MG & JC Concrete, Inc. for the Construction of Towne Centre Drive Raised Crosswalk, CIP PS 24-07**

SUMMARY:

The City of Lathrop established the current Traffic Calming Program in 2014 and approved Capital Improvement Project (CIP) PS 24-07 with the FY 24-25 budget to address and resolve local neighborhood traffic concerns. This program provides traffic calming measures that can reduce traffic speed, motor-vehicle collisions, and improve safety for pedestrians, cyclists, and motorists.

The goal of the Towne Centre Raised Crosswalk (Project) is to reduce vehicle speeds on Towne Centre Drive and provide a crosswalk with enhanced safety features for pedestrians crossing between the Towne Centre Apartments to the north and the amenity center to the south. The Project will include grinding of asphalt paving, minor demolition of concrete curb and landscape, installation of grouted cobble, installation of 1-B poles for pedestrian actuated flashing beacons, construction of ADA ramps and landings, construction of concrete raised crosswalk, and striping.

The total budget for this Project, including contingency of 20%, is \$60,000. This amount was previously appropriated and sufficient funds were allocated in the approved FY 2024-25 budget for Traffic Calming Measures projects.

Staff requests City Council award a construction contract to MG & JC Concrete, Inc of Vacaville, California for the construction of Towne Centre Drive Raised Crosswalk Project, Capital Improvement Project (CIP) PS 24-07 in the amount of \$42,340.

BACKGROUND:

City Staff has received complaints from residents regarding vehicles traveling at unsafe speeds on Towne Centre Drive near the Towne Centre Apartments and concerns about pedestrians crossing from the north apartment complex to the south apartment complex, where most of the amenities for the apartments are located.

During October 2023, City staff began a traffic calming study utilizing the California Manual on Uniform Traffic Control Devices (MUTCD); and after four (4) days of the study, data was collected for an estimated 17,000 vehicles. This amounts to

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO MG & JC, CONCRETE INC. FOR THE CONSTRUCTION OF TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07

approximately 4,250 vehicles crossing at the area of concern per day. The speed collected yielded higher averages than the posted speed limit of 25 mph. After careful consideration and observation, staff recommends a raised crosswalk in the area. City staff prepared plans, specifications and an engineer’s estimate in-house.

Staff advertised an informal bid solicitation package for construction of Towne Centre Drive Raised Crosswalk Project on August 6, 2024, in accordance with Informal Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.040. Public Works received and opened two (2) informal bids on August 19, 2024. Based on review and evaluation, MG & JC Concrete, Inc. was determined to be a responsible contractor and their bid of \$42,340 was determined to be the lowest responsive bid submitted for the project. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results
Towne Centre Drive Raised Crosswalk**

Contractor	Total Sample Base Bid
MG & JC Concrete, Inc.	\$42,340
Westside Landscape & Concrete, Inc.	\$56,613

Staff requests City Council award a construction contract to MG & JC Concrete, Inc. for an amount not to exceed \$42,340.

The total estimated cost of this Project, including contract amount, a 20% construction contract contingency, 15% for construction soft costs related to the construction of this project, if awarded to MG & JC Concrete, Inc., is as follows:

Construction Bid	\$ 42,340.00
Construction Contingency (20%)	\$ 8,468.00
Misc. Costs for Construction	\$ 9,192.00
Total Project Budget	\$ 60,000.00

Staff also requests City Council authorize staff to spend the contingency and soft cost as necessary to achieve the goals of the Project for a total cost not to exceed \$60,000.

REASON FOR RECOMMENDATION:

The Project is recommended to increase the safety of the residents and pedestrians around Towne Centre Drive.

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING**AWARD CONSTRUCTION CONTRACT TO MG & JC, CONCRETE INC. FOR THE CONSTRUCTION OF TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07****FISCAL IMPACT:**

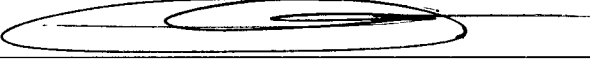
The Towne Centre Drive Raised Crosswalk Project, CIP PS 24-07, is an approved project in the City's Capital Improvement Plan, covered under CIP Project Fund (3310). The proposed service contract with MG & JC Concrete, Inc. is for an amount not to exceed \$42,340. The total budget for this project, including contingency is \$60,000. As part of CIP PS 24-07 Traffic Calming Measures, sufficient funds were allocated in the FY 2024-25 budget for award of the construction contract and related expenses.

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to MG & JC Concrete, Inc. for the Construction of Towne Centre Raised Crosswalk Project, CIP PS 24-07
- B. Construction Contract with MG & JC Concrete, Inc. of Vacaville, CA for Towne Centre Drive Raised Crosswalk Project, CIP PS 24-07

CITY MANAGER'S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO MG & JC, CONCRETE INC. FOR THE
CONSTRUCTION OF TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-
07

APPROVALS:



Leisser Mazariegos
Project Manager

8/28/2024
Date



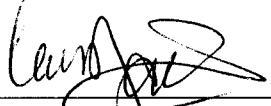
Veronica Albarran
Junior Engineer

08-28-2024
Date



Brad Taylor
City Engineer

8/28/2024
Date




Cari James
Director of Finance

9/4/2024
Date



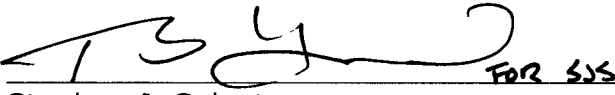
Michael King
Assistant City Manager

8.29.2024
Date



Salvador Navarrete
City Attorney

9.3.2024
Date



Stephen J. Salvatore
City Manager

9/4/2024
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO MG & JC CONCRETE, INC. FOR THE CONSTRUCTION OF TOWNE CENTRE DRIVE RAISED CROSSWALK PROJECT, CIP PS 24-07

WHEREAS, the City of Lathrop established the current Traffic Calming Program in 2014 and approved Capital Improvement Project (CIP) PS 24-07 with the FY 24-25 budget to address and resolve local neighborhood traffic concerns; and

WHEREAS, City staff has received complaints from residents regarding vehicles traveling at unsafe speeds on Towne Centre Drive near the Towne Centre Apartments and concerns about pedestrians crossing from the north apartment complex to the south apartment complex, where most of the amenities for the apartments are located; and

WHEREAS, during October 2023 City staff began their traffic calming study utilizing the California Manual on Uniform Traffic Control Devices (MUTCD); and after four (4) days of data collection an estimated 17,000 vehicle speeds were collected. This amounts to a little over 4,250 vehicles crossing at the area of concern per day. The speed collected yielded higher average speed than the posted speed limit of 25mph; and

WHEREAS, after careful consideration and observation, staff recommends a raised crosswalk for this area; and

WHEREAS, the scope of work consists of the grinding of asphalt paving, minor demolition of concrete curb and landscape, installation of grouted cobble, installation of 1-B poles for pedestrian actuated flashing beacons, construction of ADA ramps and landings, construction of concrete raised crosswalk, and striping; and

WHEREAS, the bid solicitation package with plans and specifications for the construction of the Towne Centre Raised Crosswalk (Project) was advertised on August 6, 2024, in accordance with Informal Bidding Procedures in California PCC 22034 and Lathrop Municipal Code (LMC) 3.30.040; and

WHEREAS, two (2) bids were received and opened on August 19, 2024; and

WHEREAS, staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is MG & JC Concrete, Inc. Staff requests City Council adopt a resolution awarding a construction contract to MG & JC Concrete, Inc. for \$42,340; and

WHEREAS, staff also requests City Council authorize a 20% construction contingency of \$8,468, if needed; and

WHEREAS, total project budget is not to exceed an amount of \$60,000; and

WHEREAS, there are no fiscal impact, sufficient funds have been budgeted for project PS 24-07 in FY 24/25 to cover the cost of the project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract with MG & JC Concrete, Inc. for construction of CIP PS 24-07 Towne Centre Drive Raised Crosswalk for a cost of \$42,340; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 20% construction contingency of \$8,468 a total cost not to exceed \$60,000 for construction of the Project.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

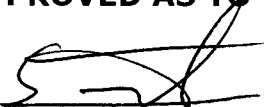
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONTRACT

This Contract, dated _____, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and MG & JC Concrete, Inc., (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City, including City furnished materials.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to a 3” grind of asphalt paving, minor demolition of concrete curb and landscape, installation of grouted cobble, installation of 1” conduit, installation of two City furnished 13’ type 1-B poles, construction of ADA ramps and landings, construction of a concrete raised crosswalk, striping, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 10 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ 42,340 _____ (Written Price)

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by the Contractor on August 19, 2024. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this

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Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

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8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) **Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Subcontractor List submitted with the

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Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms

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provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict

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compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

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- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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**TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
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To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

PHONE: (209) 941-7363

FAX: (209) 941-7449

ATTN: Veronica Albarran, Junior Engineer

To Contractor: MG & JC Concrete, Inc
401 Buckeye Street,
Vacaville, CA 95688

Phone: (415) 933-0031

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work,

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and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.

- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable

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attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

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**TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
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EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Manager's approval.

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CUPCCAA INFORMAL BID SOLICITATION**

CONTRACT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

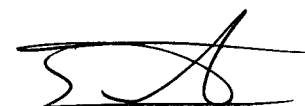
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Assistant City Manager

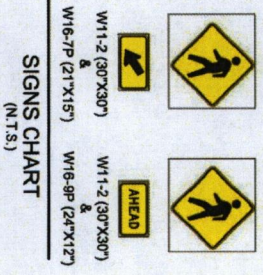
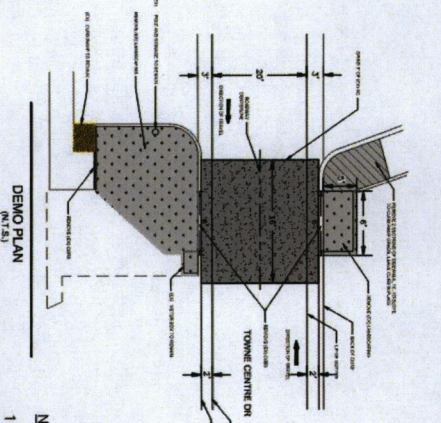
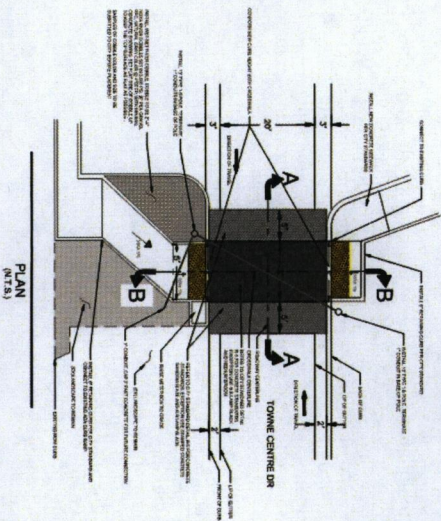
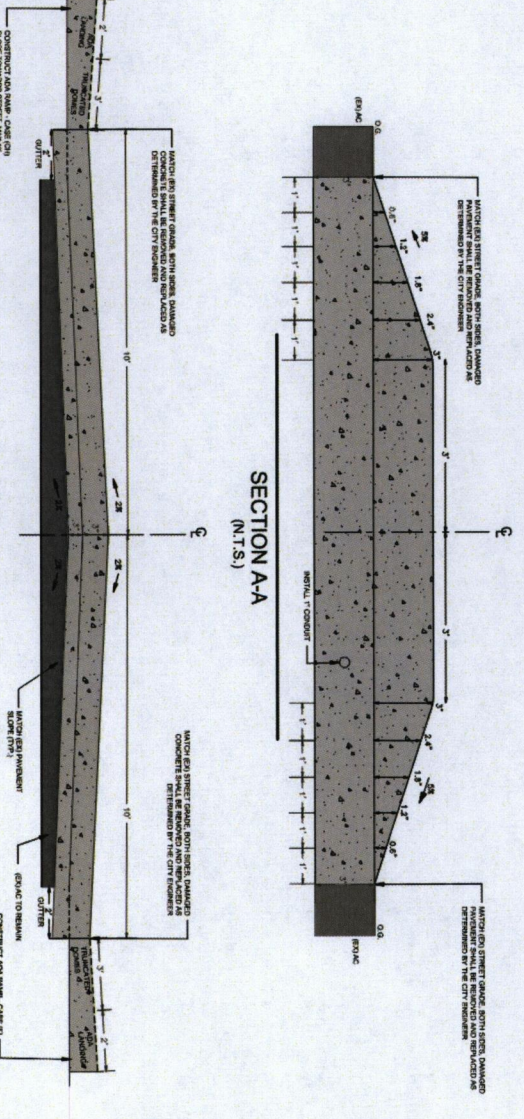
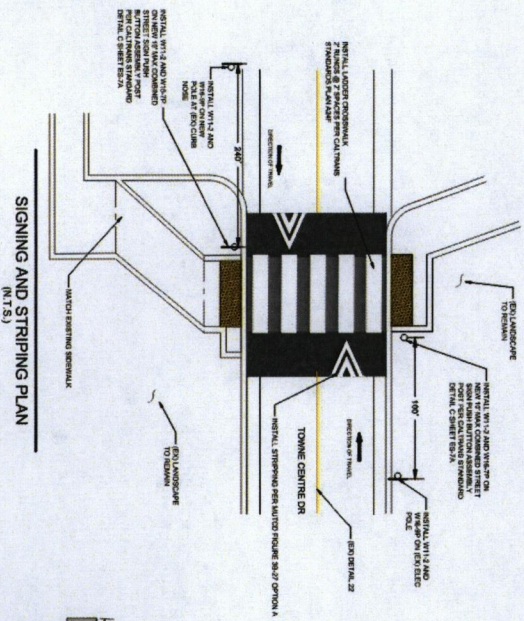
APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
 CUPCCA INFORMAL BID SOLICITATION

PROJECT PLANS



NOTES FOR CONTRACTOR:
 1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS.

CITY OF LATHROP
 ENGINEER
 DATE: 08/01/2024
 REF. NO.: 202407
 CIP PS 24-07

FY 23/24 TRAFFIC CALMING MEASURES
CIP PS 24-07

TOWNE CENTRE DRIVE RAISED CROSSWALK

NO.	BY	DATE	REVISIONS	DESCRIPTION

DEPARTMENT OF PUBLIC WORKS
 CITY OF LATHROP

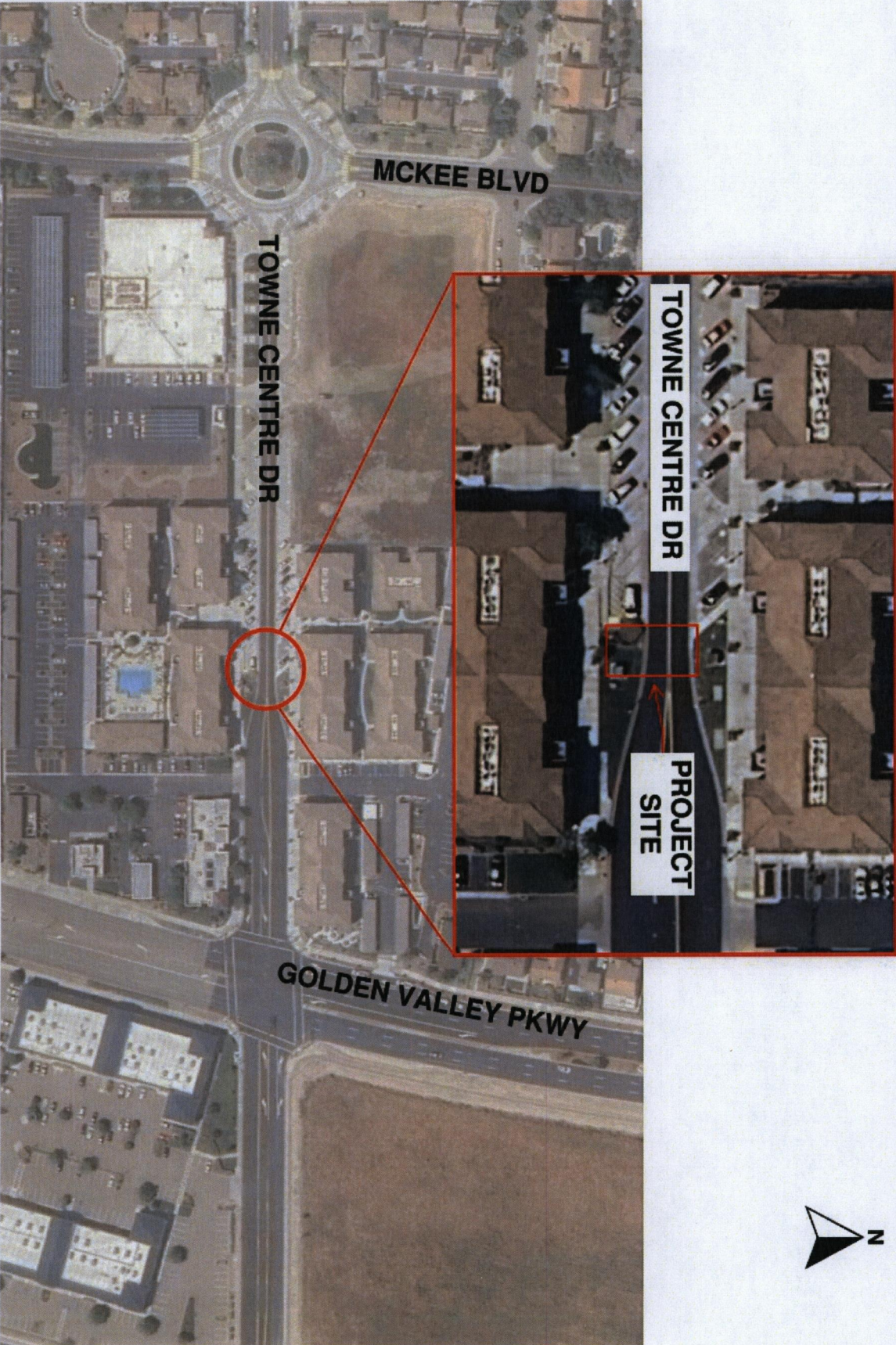
DRAWN BY: V.A.
 CHECKED BY: B.T.
 PROJ. NO.: K.R.
 DATE: JULY 2024
 SCALE: N.T.S.
 FILE NO.: CIP PS 24-07

SHEET NO. 1 OF 1

ATTACHMENT B

TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
CURPCCA INFORMAL BID SOLICITATION

PROJECT LOCATION MAP



SECTION 00300

TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: Public Works Department

FOR: **TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the bid. The City of Lathrop reserves the right to award only the work contemplated by the bid or none of the work.

SECTION 00300

TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	4,000	4,000
2	Traffic Control	1	LS	5,000	5,000
3	Landscape Demolition	1	LS	500	500
4	Grind / Off-Haul / Remove Existing Asphalt Concrete @ 3" Depth	320	SF	4	1,280
5	Construct PCC Sidewalk @ 5' Width per City Std. Detail	20	LF	175	3,500
6	Remove and replace PCC Curb Per Project Plans and Specifications	16	LF	60	860
7	Construct PCC Curb Ramp Case "CH"	1	EA	3,000	3,000
8	Construct PCC Curb Ramp Case "F"	1	EA	3,000	3,000
9	Install City-Furnished Poles w/ PCC Footings	2	EA	500	1,000
10	Install 1" Conduit per Plans & Specs	1	LS	3,000	3,000
11	Install Grouted Cobbles per City Standard 2"-4" Noya River Cobbles	60	SF	50	3,000
12	Supply / Place PCC Crosswalk Per Project Plans and Specifications	1	LS	11,200	11,200
13	Install Striping Per Project Plans	1	LS	3,000	3,000

TOTAL BID: \$ 42,340⁰⁰

TOTAL BID IN WORDS: Forty two thousand three hundred and forty.

SECTION 00300

TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:
MG and JC Concrete Inc.
401 Buckeye Street Vacaville, CA. 95688
- (2) Bidder's office telephone number: (415) 933-0081
- (3) Bidder's fax number: N/A
- (4) Bidder's Contractor's License # / Expiration Date / Classification:
1049500 / Jan - 2025 / CS, A
- (5) Bidder's DIR Registration # / Expiration:
1000738801 / 66-30-2025
- (6) Person who inspected site of proposed work for Contractor's firm:
 Name: Jairo Coronado Date of Inspection: 5/13/24
- (7) List 4 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner

00300-3

Miguel Gonzalez – Work Experience

CURB, GUTTER & SIDEWALK REPAIR INCLUDING TREE REMOVAL & STUMP GRINDING & INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS 2021-2022 (P.W. 507-18)

Owner - City of Antioch Capital Improvements 200 "H" Street P. O. Box 5007 Antioch, CA 94531-5007 – Inspector Darren Travels – 925 382 5050

Prime Contractor – MG& JC Concrete Inc. 401 Buckeye Street Vacaville, CA 9568

Contract Price \$323,950.00 Date October 21 – June 22

Animal Shelter, Concrete CIP GG 23-06 – Concrete Curb ramps, sidewalk and asphalt paving

Owner - City Of Lathrop, 390 Towne Centre Dr, Lathrop CA 95330 – Project Manager Angel Albaraca – 209 712 3136

Prime Contractor – MG& JC Concrete Inc. 401 Buckeye Street Vacaville, CA 9568

Contract Price \$94,000.00 Extra work added Final Price \$99,950.00 Date 03/11/24 – 03/15/24

Lombard St Vision Zero, Lombard St San Francisco – Sewer, Water and Concrete (Bus pads, Sidewalk, Curb ramps, curb & Gutter)

Owner San Francisco Public works – Representative – Brian Wong Resident Engineer

Prime Contractor – M Squared Construction, 1278 20th Ave San Francisco – 415 661 - 6902

Contract Price - \$29,982,000.00 Date Oct 2018 – Oct - 2020

Role – Foreman/operator of pipe laying and Concrete Crew (Role involves layout of work, scheduling of work, making sure the work is done efficiently and safely)

Polk Streetscape Project, Polk St San Francisco – Sewer, Water and Concrete (Bus pads, Sidewalk, Curb ramps, curb & Gutter)

Owner San Francisco Public works – Representative – Panos Panagopolus Resident Engineer

Prime Contractor – M Squared Construction, 1278 20th Ave San Francisco – 415 661 - 6902

Contract Price - \$18,321,751.00 Date Oct 2016 – June 2019

Role – Foreman/operator of pipe laying and Concrete Crew (Role involves layout of work, scheduling of work, making sure the work is done efficiently and safely)

22nd, 23rd and Dolores St San Francisco – Sewer, Concrete (Bus pads, Sidewalk, Curb ramps, curb & Gutter)

Owner San Francisco Public works – Representative – Ben Leung

Prime Contractor –Basset Engineering 2330 Castro St, San Francisco – 415 597 6690

Contract Price - \$2,496,000.00 Date Jan 21 – September 21

Role – Subcontractor – Concrete flat work (Curb ramps, curb and gutter and sidewalk)

Jairo Coronado – Work Experience

CURB, GUTTER & SIDEWALK REPAIR INCLUDING TREE REMOVAL & STUMP GRINDING & INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS 2021-2022 (P.W. 507-18)

Owner - City of Antioch Capital Improvements 200 "H" Street P. O. Box 5007 Antioch, CA 94531-5007 – Inspector Darren Travels – 925 382 5050

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Contract Price \$323,950.00 Date October 21 – June 22

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Prime Contractor – MG& JC Concrete Inc. 401 Buckeye Street Vacaville, CA 9568

Contract Price \$94,000.00 Extra work added Final Price \$99,950.00 Date 03/11/24 – 03/15/24

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Contract Price - \$18,321,751.00 Date Oct 2016 – June 2019

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SECTION 00300

**TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

List of Subcontractors:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. _____	_____	_____	_____ _____
2. _____	_____	_____	_____ _____
3. _____	_____	_____	_____ _____
4. _____	_____	_____	_____ _____
5. _____	_____	_____	_____ _____
6. _____	_____	_____	_____ _____

Note: Attach additional sheets if required.

SECTION 00300

**TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

Respectfully submitted,

Dated

Legal Name of Firm

Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

SECTION 00300

FOWNE CENTRE DRIVE RAISED CROSSWALK. CIP PS 24-07
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Jairo Coronado superintendent.
Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of _____

State of _____

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____, by

_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

SECTION 00300

**TOWNE CENTRE DRIVE RAISED CROSSWALK. CIP PS 24-07
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-9

SECTION 00300

**TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE MG and JC Concrete, Inc.

as PRINCIPAL, and Western National Mutual Insurance Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of Bid Amount.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the Public Works Department, 390 Towne Centre Drive, Lathrop, CA: **TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.



00300-6

SECTION 00300

TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 16th day
of August, 2024

_____ (Seal)

[Signature] (Seal)

_____ (Seal)

Eric Valverde (Seal)

Address: _____

Address: 4700 West 77th Street.

Edina, MN 55435-4818

NOTE: Signatures of those executing for the surety must be properly acknowledged.



00300-7



WESTERN NATIONAL
INSURANCE

The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Eric Verkouteren** **Grtiffy Insurance Services Inc. #10248**

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2026

LEGAL STAMP
AN SHIV
PUBLIC - O
SION NO. 1
ES SEPTEMBE

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 16 day of November, 2021

Jennifer A. Young, Assistant Secretary

Acknowledgment in a Representative Capacity

State of OREGON

County of Douglas

This record was acknowledged before me on (date) August 16th, 2024

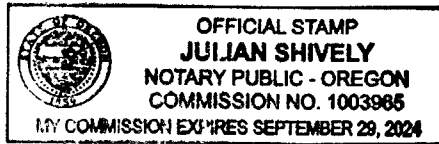
by (name(s) of individual(s)) Eric Verhouteren as

(type of authority) Power of Attorney of (name of party on whose behalf

record was executed) The Western National Mutual Insurance Company.

Julian Shively
Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 3/4 of a Bidder's Bond (title or type of document), dated August 16th, 2024, consisting of 4 pages.

ON
85
2024

ITEM 4.21

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS WITH MG & JC CONCRETE INC. AND JOHN D. WAIT MASONRY, INC.**

RECOMMENDATION: **Adopt Resolution to Create Mosssdale Landscape Rehabilitation, CIP GG 25-06, Approve Budget Amendment and Approve Construction Contracts**

SUMMARY:

Much of the landscaping in streetscapes, parks and City facilities in the Mosssdale Landing Specific Plan area (Mosssdale) is 10-20 years old. As irrigation technology, plant selection and surface treatments for drought tolerant landscaping have been improved over time, the City desires to replace the aging landscaping components of subject City facilities in Mosssdale to improve aesthetics and reduce costs for maintenance and irrigation water usage. This will be accomplished by soliciting construction bids from contractors as required by Public Contract Code, and purchasing plant and surfacing materials for installation by the City's landscape maintenance contractor.

To provide funding and a single account for tracking the expenditures associated with the proposed future landscape rehabilitation tasks in Mosssdale, staff requests City Council approve the creation of Capital Improvement Project (CIP) GG 25-06, Mosssdale Landscape Rehabilitation (Project). The limits of the Mosssdale Landing Specific Plan area are shown in Attachment B. Staff also requests Council fund the proposed CIP by approving a budget amendment transferring \$350,000 from the General Fund Landscape Reserves (1010) to the CIP GG 25-06 Project Fund (3010). The funding request and a breakdown of the proposed funding usage within the Project is included in the Fiscal Impact section.

The Mosssdale Landing monument sign previously located on the southwest corner of the intersection of River Islands Parkway and Golden Valley Parkway deteriorated years ago and requires replacement (Sign Project).

Landscaping along both sides of McKee Boulevard adjacent to City Hall has also deteriorated. Installation of grouted cobbles (Cobbles Project) is the proposed first phase of that landscape rehabilitation.

To construct the Sign Project and Cobbles Project, staff released separate informal bid solicitations pursuant to PCC 22034 and LMC 3.30 for these projects. The Sign and Cobbles Projects locations are shown in Attachment B.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS

No bids were received for the Mossdale Monument Sign Replacement (Sign Project) on August 1, 2024. Pursuant to LMC 3.30.080B, staff then negotiated a contract for the construction of the Sign Project with John D. Wait Masonry, Inc. (Wait Masonry) for a cost of \$36,300. Staff requests City Council approve a construction contract with Wait Masonry for \$36,300 for the construction of the Sign Project. Staff also requests City Council approve a 10% construction contingency of \$3,630 and authorize staff to spend that money as needed to achieve the goals of the Sign Project.

Two bids were received for the installation of grouted cobbles on McKee Boulevard (Cobbles Project) on June 4, 2024, summarized in Table 1 below:

Table 1 – Cobbles Project Bid Summary

Contractor	Base Bid
MG & JC Concrete, Inc.	\$24,212
Westside Landscape & Concrete, Inc.	\$26,650

Staff requests City Council approve a construction contract with MG & JC Concrete, Inc. for \$24,212 for the construction of the Cobbles Project. Staff also requests City Council approve a 10% construction contingency of \$2,421 and authorize staff to spend that money as needed to achieve the goals of the Cobbles Project.

BACKGROUND:

The Project’s proposed landscape improvements consist of the replacement of specific existing irrigation components, plant material and decorative surfacing. Specifically, outdated CalSense irrigation components will be replaced with current versions, and spray head sprinklers will be replaced with bubblers, which will reduce water use and maintenance costs. Some existing plant material and sod grass will be replaced with more drought-tolerant plant material or surfacing such as decomposed granite, grouted cobbles, stamped concrete or synthetic turf. These proposed replacements will reduce maintenance and irrigation costs, and contribute an aesthetically pleasing texture and color to the streetscape palette.

A wooden Mossdale Landing monument sign was installed on the southwest corner of the intersection of River Islands Parkway and Golden Valley Parkway when the adjacent subdivision was built over 15 years ago, but was removed approximately 4 years ago due to deterioration. The proposed replacement masonry and steel monument sign will match those on the southwest and northeast corners of the River Islands Parkway and McKee Boulevard intersection and have a longer service life than the original sign.

The Cobbles Project consists of cobbles wet-set in grout on McKee Boulevard, and will replace dying plant material with a textured finish requiring no maintenance. This surface treatment is proposed for installation in small zones on both sides of the

SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS

McKee Boulevard to the west of City Hall. Synthetic turf and decomposed granite will also be installed around the cobbles as part of future tasks funded by CIP GG 25-06.

REASON FOR RECOMMENDATION:

Creation of the CIP and approving the budget request will allow City staff to accurately track expenditures for the work and materials to perform the described landscape rehabilitation. Approval of contracts for the Cobbles and Sign Projects is a necessary step towards completing these two smaller components of the Project.

FISCAL IMPACT:

Staff requests Council approve a budget amendment transferring \$350,000 from the General Fund Landscape Reserves (1010) to the CIP Project Fund (3010) as follows:

Decrease Landscape Reserves 1010-251-07-00		\$350,000
Increase Transfer Out 1010-9900-990-9010		\$350,000
Increase Transfer In 3010-9900-393-0000	GG 25-06	\$350,000
Increase Expenditures 3010-8000-420-12-00	GG 25-06	\$350,000

Table 2, below, summarizes the proposed use of the funding requested for CIP GG 25-06.

Table 2 – Funding Request Summary

Use of Funds	Contract Value	Construction Contingency	Total
Cobbles Project	\$24,212	\$2,421 (10%)	\$26,633
Sign Project	\$36,300	\$3,630 (10%)	\$39,930
Future Work	NA	NA	\$283,437


Total Funding Request: \$350,000

ATTACHMENTS:

- A. Resolution to Create CIP GG 25-06, Mosssdale Landscape Rehabilitation, Approve Budget Amendment and Approve Construction Contracts
- B. Project Location Map
- C. Construction Contract with John D. Wait Masonry, Inc. for the Construction of Mosssdale Monument Sign, CIP GG 25-06
- D. Construction Contract with MG & JC Concrete, Inc. for the Construction of McKee Boulevard Grouted Cobbles, CIP GG 25-06

CITY MANAGER'S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
CREATE MOSSDALE LANDSCAPE REHABILITATION, CIP GG 25-06, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS

APPROVALS:



Steven Hollenbeak
Assistant Engineer

9-3-24
Date



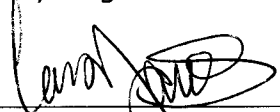
Ken Reed
Senior Construction Manager

9-4-2024
Date



Brad Taylor
City Engineer

9/4/2024
Date



Cari James
Director of Finance

9/4/2024
Date



Michael King
Assistant City Manager

9/4/2024
Date



Salvador Navarrete
City Attorney

9.4.2024
Date



Stephen J. Salvatore
City Manager

9/4/2024
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP GG 25-06, MOSSDALE LANDSCAPE REHABILITATION, APPROVE BUDGET AMENDMENT AND APPROVE CONSTRUCTION CONTRACTS

WHEREAS, much of the landscape in Mossdale Landing streetscapes, parks and City facilities is approaching 20 years old, and is in need of rehabilitation to improve aesthetics and update surfacing treatments and plant material to reduce water usage and maintenance costs, including the replacement of a monument sign; and

WHEREAS, the Project will fund material purchases and construction contracts for landscape rehabilitation in streetscapes, parks and City facilities in Mossdale; and

WHEREAS, staff therefore requests City Council create Mossdale Landscape Rehabilitation, CIP GG 25-06 (Project); and

WHEREAS, staff is also requesting Council approve a budget amendment transferring \$350,000 from General Fund Landscape Reserves (1010) to the CIP GG 25-06 Project Fund (3010) as follows:

Decrease Landscape Reserves 1010-251-07-00		\$350,000
Increase Transfer Out 1010-9900-990-9010		\$350,000
Increase Transfer In 3010-9900-393-0000	GG 25-06	\$350,000
Increase Expenditures 3010-8000-420-12-00	GG 25-06	\$350,000

WHEREAS, the Mossdale Landing monument sign on the southwest corner of the intersection of River Islands Parkway and Golden Valley Parkway has deteriorated, and is in need of replacement (Sign Project); and

WHEREAS, landscaping along both sides of McKee Boulevard near City Hall has deteriorated, and the installation of wet-set cobbles in delineated areas (Cobbles Project) is one component of that proposed landscape rehabilitation; and

WHEREAS, therefore, staff released separate informal bid solicitations pursuant to PCC 22034 and LMC 3.30 for the Sign Project and Cobbles Project; and

WHEREAS, the City received no bids for the Sign Project, and therefore pursuant to LMC 3.30.080B negotiated a proposed construction contract for \$36,300 with John D. Wait Masonry, Inc. for the construction of the Sign Project; and

WHEREAS, staff requests City Council approve a construction contract for the Sign Project to John D. Wait Masonry, Inc. for \$36,300, approve a 10% construction contingency of \$3,630 and authorize staff to spend up to the amount of the contingency as needed to accomplish the goals of the Sign Project; and

WHEREAS, the City received and opened 2 bids for the Cobbles Project on June 4, 2024, both determined to be responsive and from responsible bidders; and

WHEREAS, the responsible bidder with the lowest responsive bid for the Cobbles Project was determined to be MG & JC Concrete, Inc. with a bid of \$24,212; and

WHEREAS, staff requests City Council approve a construction contract for the Cobbles Project to MG & JC Concrete, Inc. for \$24,212, approve a 10% construction contingency of \$2,421 and authorize staff to spend up to the amount of the contingency as needed to accomplish the goals of the Cobbles Project.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the creation of CIP GG 25-06, Mossdale Landscape Rehabilitation; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$350,000 from General Fund Landscape Reserves (1010) to the CIP GG 25-06 Project Fund (3010) as detailed above; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract for the Sign Project to John D. Wait Masonry, Inc. for \$36,300, approves a 10% construction contingency of \$3,630 and authorizes staff to spend up to the amount of the contingency as needed to accomplish the goals of the Sign Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract for the Cobbles Project to MG & JC Concrete, Inc. for \$24,212, approves a 10% construction contingency of \$2,421 and authorizes staff to spend up to the amount of the contingency as needed to accomplish the goals of the Cobbles Project.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

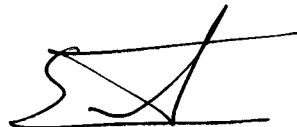
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

This Contract, dated September 9, 2024 is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and John D. Wait Masonry, Inc., (Contractor), whose Taxpayer Identification Number is 68-486425.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **Mossdale Landscape Rehabilitation – Monument Sign, CIP GG 25-06** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the design, construction, and installation of a monument sign for Mossdale Landing area. The sign will serve as a prominent landmark, enhancing the identity and visibility of Mossdale Landing area at the South West corner of Golden Valley Parkway and River Island Parkway; and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 30 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ 36,300 (Thirty-Six Thousand Three Hundred Dollars)

3. **Construction Documents.** This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by John D. Wait Masonry, Inc. on August 1, 2024. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this

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MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused

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MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06
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CONSTRUCTION CONTRACT

by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work

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**MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06
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without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours

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worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.

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- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;

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MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06
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- (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements

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given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre Drive
 Lathrop, CA 95330

Copy to: City of Lathrop
 Department of Public Works
 390 Towne Centre Drive
 Lathrop, CA 95330

 PHONE: (209) 941-7422
 FAX: (209) 941-7449
 ATTN: Management Analyst

To Contractor: _____
Phone: _____
Fax: _____
ATTN: _____

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor’s bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.

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- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

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- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.

SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Manager's approval.

SECTION 00500

**MOSSDALE LANDSCAPE REHABILITATION – MONUMENT SIGN, CIP GG 25-06
CUPCCAA INFORMAL BID SOLICITATION**

CONSTRUCTION CONTRACT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

**CITY OF LATHROP
APPROVED AS TO FORM:**

By: _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Assistant City Manager

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

EXHIBIT A



John D. Wait Masonry, Inc.

310 N. Cluff Ave. #205, Lodi, CA 95240

(209) 334-6722 Phone | (209) 334-3902 Fax

Lic# 383335 / SBE# 0018974 / Public works DIR# 1000000947

Date: 8/7/2024

Scope: Mosdale Landing Monument Sign

Demo part of existing retaining wall, set up and pour new footing.

Footing \$7,000.00

CMU \$13,000.00

Stone \$12,670.00

Precast \$3,630.00

This does not include and signage/logo/lettering

Bid is per plan and spec

Addendums noted

Bid is good for 60 days

Our bid is based upon the following terms and conditions:

The foundation is to be level, plus or minus ½ inch.

Level site graded to permit the safe use of scaffold, material handling and equipment use.

Addendums noted:

Schedule shall be mutually agreed upon. John D. Wait Masonry Inc. is a qualified small business contractor #0018974. John D. Wait masonry inc. is a union member contractor. Our contractor's license number is 383335. One mobilization is included in the bid. All others will be a cost of \$1,500.00 each.

Inclusions: this bid includes the following items:

Cmu only. Furnish and install rebar as shown on drawings in masonry walls. Grouting of frames in

EXHIBIT A

masonry walls if execution is concurrent with masonry construction. Sales tax. Additional insured form cg 20 10 11 85.

Excludes: this bid excludes the following items:

Supply or installations of embeds, misc. Iron, hardware, bolts, flashings. Shop drawings. No engineering, testing or inspection costs. Drilling and doweling of reinforcing dowels in walls or floors. Fireproofing, forms, shoring, bracing, setting of doors or window frames. Establishment measurements. Footings, cast-in-place concrete and dry-packing. Furnish or place caulking, compressible fillers, damproofing, water proofing or anti-graffiti coatings dust control. Welding. Performance or payment bonds. All risk of physical coverage. "all risk" installation floater and/or builders risk. General contractor is to provide construction water and sanitary facilities within a reasonable distance of the work.

Clarifications:

Bolts and embeds to be furnished, laid out with necessary templates and installed by others. John D. Wait masonry inc. Will only provide holes or slots for embeds. Water and electricity to be furnished by the general contractor. John D. Wait masonry inc. Will charge \$25.00 per outlet in masonry walls. John D. Wait masonry inc. Will charge \$1.50 per linear foot of conduit run. Change orders submitted and accepted will be due and payable with the following month's regular billing. Any extra and change orders are to be paid with the regular billing for the month, in which the work is performed. This quote is based on standard John D. Wait masonry inc. Company policy and procedures. Submission of this proposal does not constitute an agreement to all elements of the general contractor's subcontract or scope of work. This bid is good for sixty (60) days from the date listed above.

If you do not receive all pages please call Jasmine Olds (209) 367-4208

SECTION 00500

MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

This Contract, dated September 9, 2024 is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and MG & JC Concrete, Inc., (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the placement of 8 concrete beds in pre-graded and edged areas of various shapes comprising a total of approximately 800 square feet, embedment of cobble rocks in the concrete beds and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 10 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ 24,212 (Twenty-Four Thousand Two Hundred Twelve Dollars)

3. **Construction Documents.** This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by MG & JC Concrete, Inc. on June 3, 2024. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this

SECTION 00500

Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused

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MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06
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by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work

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CONSTRUCTION CONTRACT

without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours

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MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06
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CONSTRUCTION CONTRACT

worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.

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- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;

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CONSTRUCTION CONTRACT

- (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements

SECTION 00500

given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

PHONE: (209) 941-7363
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor’s bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.

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**MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06
CUPCCAA INFORMAL BID SOLICITATION**

CONSTRUCTION CONTRACT

- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day

SECTION 00500

observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.

- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the

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MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Manager's approval.

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**MOSSDALE LANDSCAPE REHABILITATION – MCKEE COBBLES, CIP GG 25-06
CUPCCAA INFORMAL BID SOLICITATION**

CONSTRUCTION CONTRACT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

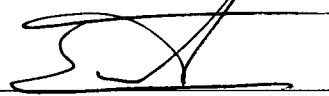
CONTRACTOR:

By: _____

Name: _____

Title: _____

**CITY OF LATHROP
APPROVED AS TO FORM:**

By:  _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Assistant City Manager

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

SECTION 00300

MCKEE BLVD. STREETScape IMPROVEMENTS
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

MCKEE BLVD. STREETScape IMPROVEMENTS

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Provide Bonds, Insurance and Mobilization	1	LS	4,000	4,000
2	Furnish and Place PCC Pads and Install Cobbles per Project Plans	825	SF	24.50	20,212

TOTAL BID: \$ 24,212⁰⁰

TOTAL BID IN WORDS: Twenty Four Thousand Two Hundred Twelve, ⁰⁰/₁₀₀

SECTION 00300

MCKEE BLVD. STREETScape IMPROVEMENTS
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

(1) Bidder's name and address:

Mig and JC concrete
401 buckeye st Vacaville CA 94958

(2) Bidder's office telephone number: (415) 953 0031

(3) Bidder's fax number: _____

(4) Bidder's Contractor's License # / Expiration Date / Classification:
1049500 101-31-2025 C8 / A general

(5) Bidder's DIR Registration # / Expiration:
10007388916/30/2025

(6) Person who inspected site of proposed work for Contractor's firm:
Name: Miguel Gonzalez Date of Inspection: 06/03/20

(7) List 4 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner

SECTION 00300

**MCKEE BLVD. STREETScape IMPROVEMENTS
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE MG and JC Concrete, Inc.

as PRINCIPAL, and Western National Mutual Insurance Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of Bid Amount

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the Public Works Department, 390 Towne Centre Drive, Lathrop, CA: **MCKEE BLVD. STREETScape IMPROVEMENTS.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

00300-6

SECTION 00300

MCKEE BLVD. STREETScape IMPROVEMENTS
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 28 day
of MAY, 2021

[Signature] (Seal)

[Signature] (Seal)

Miguel Gonzalez (Seal)

[Signature] (Seal)

Address: 401 Buckeye Street

Address: 4700 West 77th Street

Vacaville, CA 95688

Edina, MN 55435-4818

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Acknowledgment in a Representative Capacity

State of OREGON

County of Deschutes

This record was acknowledged before me on (date) May 28, 2024

by (name(s) of individual(s)) CELE VERKOUTELER as

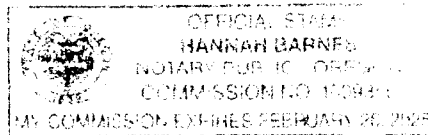
(type of authority) Attorney in Fact of (name of party on whose behalf

record was executed) WESTERN INDIAN MOTOR HOME COMPANY

Hannah Barnes

Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 1 of a Notarized Affidavit (title or type of document), dated May 28, 2024, consisting of 2 pages.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Eric Verkouteren Gritly Insurance Services Inc. #10248

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof,

as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

[Signature of Jon R. Hebeisen]

Jon R. Hebeisen, Secretary

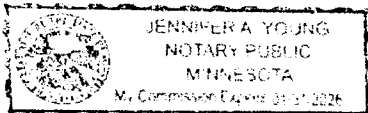


[Signature of Larry A. Byers]

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature of Jennifer A. Young]

Jennifer A. Young, Notary Public My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

[Signature of Jennifer A. Young]



Jennifer A. Young, Assistant Secretary

Signed and sealed at the City of Edina, MN this ___ day of _____, 2020

SECTION 00300

**MCKEE BLVD. STREETScape IMPROVEMENTS
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-9

Miguel Gonzalez – Work Experience

CURB, GUTTER & SIDEWALK REPAIR INCLUDING TREE REMOVAL & STUMP GRINDING & INSTALLATION OF CONCRETE CURB RAMPS&SAT MISCELLANEOUS LOCATIONS2021-2022(P.W. 507-18)

Owner - City of Antioch Capital Improvements200 "H" StreetP. O. Box 5007Antioch, CA 94531-5007 – Inspector Darren Travels – 925 382 5050

Prime Contractor – M&G JC Concrete Inc. 401Buckeye Street Vacaville, CA 9568

Contract Price \$323,950.00 Date October 21 – June 22

Animal Shelter, Concrete CIP GG 23-06 – Concrete Curb ramps, sidewalk and asphalt paving

Owner -City Of Lathrop, 390 Towne Centre Dr, Lathrop CA 95330 – Project Manager Angel Albaraca – 209 712 3136

Prime Contractor – M&G JC Concrete Inc. 401Buckeye Street Vacaville, CA 9568

Contract Price \$94,000.00 Extra work added Final Price \$99,950.00 Date 03/11/24 – 03/15/24

Lombard St Vision Zero, Lombard St San Francisco – Sewer, Water and Concrete (Bus pads, Sidewalk, Curb ramps, curb & Gutter)

Owner San Francisco Public works – Representative – Brian Wong Resident Engineer

Prime Contractor – M Squared Construction, 1278 20th Ave San Francisco – 415 661 - 6902

Contract Price - \$29,982,000.00 Date Oct 2018 – Oct - 2020

Role – Foreman/operator of pipe laying and Concrete Crew (Role involves layout of work, scheduling of work, making sure the work is done efficiently and safely)

Polk Streetscape Project, Polk St St San Francisco – Sewer, Water and Concrete (Bus pads, Sidewalk, Curb ramps, curb & Gutter)

Owner San Francisco Public works – Representative – Panos Panagopolus Resident Engineer

Prime Contractor – M Squared Construction, 1278 20th Ave San Francisco – 415 661 - 6902

Contract Price - \$18,321751.00 Date Oct 2016 – June 2019

Role – Foreman/operator of pipe laying and Concrete Crew (Role involves layout of work, scheduling of work, making sure the work is done efficiently and safely)

22nd, 23rd and Dolores St San Francisco – Sewer, Concrete (Bus pads, Sidewalk, Curb ramps, curb & Gutter)

Owner San Francisco Public works – Representative – Ben Leung

Prime Contractor – Bassett Engineering 2330 Castro St, San Francisco – 415 597 6690

Contract Price - \$2,496,000.00 Date Jan 21 – September 21

Role – Subcontractor – Concrete flat work (Curb ramps, curb and gutter and sidewalk)

ITEM 4.22

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **CREATE CIP PS 25-07 FOR JONQUIL DRIVE AND POPPY COURT PAVEMENT REHABILITATION, AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Create Capital Improvement Project PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation, Award a Construction Contract to DSS Company dba Knife River Construction, and Approve a Budget Amendment**

SUMMARY:

Staff is proposing to create Capital Improvement Project (CIP) PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation (Project) to repair deteriorated pavement on both streets. The Project scope of work consists of removing 13" of existing pavement surface, reconstructing 4" of new Hot Mix Asphalt overlay over 9" of Aggregate Base and Aggregate Subbase over Native soil, and installing thermoplastic striping and markings with reflective pavement markers.

Staff prepared the specifications and improvement plans that were advertised for formal bid on August 19, 2024 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened ten (10) bids on September 3, 2024. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to DSS Company dba Knife River Construction (Knife River) with a bid of \$643,718.

Staff is requesting that City Council create CIP PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation and award a construction contract to Knife River for construction of the Project in the amount of \$643,718 plus a 15% construction contingency in the amount of \$96,558 for a total cost not to exceed \$740,276.

Staff also requests the approval of a budget amendment transferring \$745,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to create the Project and fund the construction contract with a 15% contingency.

BACKGROUND:

Utilizing the City's Pavement Management System and through field observations, staff identified the need to repair Jonquil Drive from Avon Street to 5th Street and Poppy Court from Jonquil Drive to the cul-de-sac.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 25-07 FOR JONQUIL DRIVE AND POPPY COURT PAVEMENT
REHABILITATION, AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER,
AND APPROVE BUDGET AMENDMENT

Staff is proposing to create CIP PS 25-07 and implement a full-reconstruction pavement treatment to rehabilitate both streets using the existing pavement section material as the base for the new roadway-wearing surface.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on August 19, 2024, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Ten (10) bids were received; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Base Bid
DSS Company dba Knife River Construction	\$ 643,718
United Pavement Maintenance, Inc.	\$ 650,158.25
McGuire & Hester	\$ 684,899
Rapid Grading Services	\$ 696,028
George Reed, Inc.	\$ 698,160
Dirt Dynasty, Inc.	\$ 718,681
Apena Engineering	\$ 732,097
Hensley’s Paving	\$ 776,756
Consolidated Engineering, Inc.	\$ 832,721
QA Constructors, Inc.	\$ 833,123

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Knife River. Staff requests City Council adopt a resolution awarding a construction contract to Knife River for \$ 643,718.

Staff also requests City Council authorize a 15% construction contingency of \$96,558 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$740,276.

REASON FOR RECOMMENDATION:

Creation of CIP PS 25-07 is needed to allocate funds to rehabilitate Jonquil Drive and Poppy Court through a full-reconstruction pavement treatment. Awarding a construction contract to Knife River will allow the Project to correct existing roadway pavement deficiencies and increase motorists’ safety within east Lathrop community area.

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 25-07 FOR JONQUIL DRIVE AND POPPY COURT PAVEMENT
REHABILITATION, AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER,
AND APPROVE BUDGET AMENDMENT

FISCAL IMPACT:

Sufficient funds were not allocated in the approved fiscal year 24/25 budget, thus staff is also requesting the approval of a budget amendment transferring \$745,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$745,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$745,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-07	\$745,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 25-07	\$745,000

ATTACHMENTS:

- A. Resolution Creating Capital Improvement Project PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation, Awarding a Construction Contract to Knife River, and Approving a Budget Amendment
- B. Construction Contract with Knife River for CIP PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation
- C. Project Location Map

CITY MANAGER'S REPORT
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 25-07 FOR JONQUIL DRIVE AND POPPY COURT PAVEMENT
REHABILITATION, AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER,
AND APPROVE BUDGET AMENDMENT

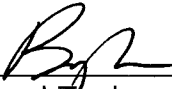
APPROVALS:



Angel Abarca
Assistant Engineer

9-3-2024


Date



Brad Taylor
City Engineer

9/3/2024

Date



Cari James
Finance Director

9/4/2024


Date

 FOR

Michael King
Assistant City Manager

9/3/2024


Date



Salvador Navarrete
City Attorney

9.3.2024

Date



Stephen J. Salvatore
City Manager

9.4.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CREATING CIP PS 25-07 FOR JONQUIL DRIVE AND POPPY COURT PAVEMENT REHABILITATION, AWARDED A CONSTRUCTION CONTRACT TO KNIFE RIVER, AND APPROVING A BUDGET AMENDMENT

WHEREAS, staff is proposing to create Capital Improvement Project (CIP) PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation (Project) to repair deteriorated pavement on both streets; and

WHEREAS, the Project scope of work consists of removing 13" of existing pavement surface, reconstructing 4" of new Hot Mix Asphalt overlay over 9" of Aggregate Base and Aggregate Subbase over Native soil, and installing thermoplastic striping and markings with reflective pavement markers; and

WHEREAS, staff prepared the specifications and improvement plans that were advertised for formal bid on August 19, 2024 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, the City Clerk received and opened ten (10) bids on September 3, 2024; and

WHEREAS, based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be DSS Company dba Knife River Construction (Knife River) with a bid of \$643,718; and

WHEREAS, staff is requesting that City Council create CIP PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation and award a construction contract to Knife River for construction of the Project in the amount of \$643,718 plus a 15% construction contingency in the amount of \$96,558 for a total cost not to exceed \$740,276; and

WHEREAS, sufficient funds were not allocated in the approved fiscal year 24/25 budget, thus staff is also requesting the approval of a budget amendment transferring \$745,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$745,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$745,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-07	\$745,000

Increase Appropriation
3310-8000-420-1200

PS 25-07

\$745,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby creates CIP PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Knife River for construction of CIP PS 25-07 for Jonquil Drive and Poppy Court Pavement Rehabilitation in the amount of \$643,718; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 15% construction contingency of \$96,558 for a total construction budget of \$740,276 and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$745,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **September 9, 2024**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **DSS Company dba Knife River Construction** (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **Jonquil Drive and Poppy Court Pavement Rehabilitation, CIP PS 25-07** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract is generally described as, but not necessarily limited to; removing 13" of existing pavement surface to be pulverized to form an Aggregate Subbase, reconstructing 4" of Hot Mix Asphalt overlay over 9" of Aggregate Base and Aggregate Subbase over Native soil, installing thermoplastic striping and markings with reflective pavement markers, and performing all appurtenant work in place and ready for use, all as shown in the Contract Plans and Specifications.

The work shall be **completed within 30 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ 643,718

3. Construction Documents. This Contract shall include the Construction Documents which are on file with Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Knife River on September 3, 2024.

For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract.

A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
 - d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
 - e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
 - f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.

11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and

- (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre Drive
 Lathrop, CA 95330

 (209) 941-7430
 FAX: (209) 941-7449
 ATTN: Senior Construction Manager

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous.

- (1) **Bailee Disclaimer.** The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) **Consent.** Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) **Controlling Law.** The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) **Definitions.** The definitions and terms are as defined in these specifications.
- (5) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) **Headings.** The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) **Incorporation of Documents.** All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) **Integration.** This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) **Modification of Contract.** This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.

- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City.

Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.

- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code §1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Assistant City Manager

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

JONQUIL DRIVE AND POPPY COURT PAVEMENT REHABILITATION, CIP PS 25-07

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTIT Y	UNIT S	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	\$29,550.00	\$29,550.00
2	Traffic Control	1	LS	\$19,300.00	\$19,300.00
3	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$5,300.00	\$5,300.00
4	Lower and Raise Manhole Covers	11	EA	\$1,550.00	\$17,050.00
5	Lower and Raise Valve Covers	9	EA	\$1,550.00	\$13,950.00
6	Lower and Raise Monument Covers	5	EA	\$1,550.00	\$7,750.00
7	Grind and Stockpile 2" AC Pavement	400	CY		
8	Grind and Dispose 13" of Existing Surface	2,599	CY	\$52.00	\$135,148.00
9	Remove and Replace PCC ADA Curb Ramps	12	EA	\$9,250.00	\$111,000.00
10	Place Aggregate Base	3,060	TONS	\$40.00	\$122,400.00
11	Place HMA @ 4" Depth / 2 Lifts	1,600	TONS	\$110.00	\$176,000.00
12	Thermoplastic Striping - Caltrans Standard Detail 22	300	LF	\$5.10	\$1,530.00
13	Thermoplastic Striping - 12" White Stop Bar	120	LF	\$10.50	\$1,260.00
14	Thermoplastic Markings (STOP)	6	EA	\$560.00	\$3,360.00
15	Install Blue RPM @ Fire Hydrant	3	EA	\$40.00	\$120.00

TOTAL BASE BID: \$643,718.00TOTAL BASE BID IN WORDS: Six hundred forty-three thousand, Seven hundred
eighteen.



JONQUIL DR AND POPPY CT PAVEMENT REHABILITATION
CIP PS 25-07

PROJECT LOCATION MAP



ITEM 4.23

CITY MANAGER'S REPORT SEPTEMBER 9, 2024, CITY COUNCIL REGULAR MEETING

ITEM: APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution to Approve Parcel Map 24-05 within the West Village District, Totaling 3 Lots, Annexation into CFD 2023-1, and an Offsite Improvement Agreement with Califia, LLC

SUMMARY:

The proposed Parcel Map 24-05 (PM 24-05), included as Attachment "E", is within the West Village District of Phase 2 for the River Islands Project. Califia, LLC (River Islands) is proposing three (3) lots. As required by the City's subdivision ordinance, approval of the Parcel Map must be accompanied by the approval of an Offsite Improvement Agreement (OIA), included as Attachment "C", to guarantee specific offsite and onsite improvements associated with the Parcel Map. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed PM 24-05, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment "D", and an OIA with Califia, LLC, by Resolution included as Attachment "A".

BACKGROUND:

On June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On November 14, 2022, City Council approved a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels. On March 25, 2024, City Council approved a LLM for Tract 4205 to create 23 undevelopable parcels. The land for the proposed PM 24-05 is within the geographic boundaries of VTM 6716, LLM Tract 4149, LLM Tract 4205, and the West Village Neighborhood.

As required by the Lathrop Municipal Code Chapter 16.16, all maps must include an OIA to guarantee specific offsite and onsite improvements.

Construction of the public improvements associated with PM 24-05 are substantially complete. Performance and labor & materials securities have been provided with the OIA for PM 24-05 in the form of a cash deposit in the amount of \$82,500 that guarantees the unfinished improvements.

Potential acceptance of the public improvements will be processed by staff at a later date. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

**SEPTEMBER 9, 2024, CITY COUNCIL REGULAR MEETING
APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT
AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN THE WEST VILLAGE
DISTRICT OF RIVER ISLANDS**

PM 24-05 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City of Lathrop, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the Escrow Instructions prior to recordation of the Parcel Map.

As a precondition to record the Parcel Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City’s subdivision ordinance as listed below:

Documents	Status
1. Parcel Map ready for signature	Completed
2. Offsite Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Required
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Required
5. Cash Deposit – Performance and Labor and Materials Security	Received
6. Street Improvement, Landscape, Light & Joint Trench	Completed
7. Geotechnical Report	Completed
8. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
9. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
10. Allocation of Water and Sewer capacity	Completed
11. Recommendation for approval from Stewart Tract Design Review Committee	Completed
12. Submitted Certificate of Insurance, Tax Letter	Completed
13. Submitted Preliminary Guarantee of Title	Completed
14. Escrow Instructions	Completed
15. PM 24-05 – City of Lathrop Community Facilities District No. 2023-1 Annexation	Pending Approval

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 9, 2024, CITY COUNCIL REGULAR MEETING
APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT
AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN THE WEST VILLAGE
DISTRICT OF RIVER ISLANDS

Fees	Status
1. Parcel Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

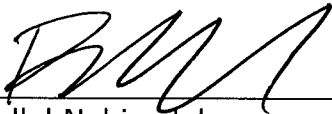
There is no fiscal impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Parcel Map 24-05 within the West Village District, Totaling 3 Lots, Annexation into CFD 2023-1, and an Offsite Improvement Agreement with Califia, LLC
- B. Vicinity Map – Parcel Map 24-05
- C. Offsite Improvement Agreement between the City of Lathrop and Califia, LLC, a California limited liability company, for Parcel Map 24-05
- D. Escrow Instructions for Parcel Map 24-05
 - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment “D”)
- E. Parcel Map 24-05

CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 9, 2024, CITY COUNCIL REGULAR MEETING
APPROVE PARCEL MAP, CFD ANNEXATION, AND OFFSITE IMPROVEMENT
AGREEMENT WITH CALIFIA, LLC FOR 3 LOTS WITHIN THE WEST VILLAGE
DISTRICT OF RIVER ISLANDS

APPROVALS



Bellal Nabizadah
Assistant Engineer

9/3/24
Date



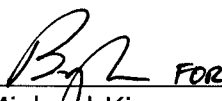
Brad Taylor
City Engineer

9/3/2024
Date



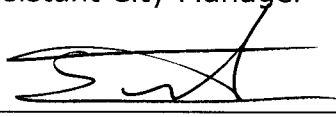
Cari James
Finance Director

9/4/24
Date



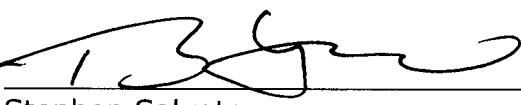
Michael King
Assistant City Manager

9/3/2024
Date



Salvador Navarrete
City Attorney

9.3.2024
Date



Stephen Salvatore
City Manager

9/4/2024
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PARCEL MAP 24-05 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 3 LOTS, ANNEXATION INTO CFD 2023-1, AND AN OFFSITE IMPROVEMENT AGREEMENT WITH CALIFIA, LLC

WHEREAS, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on November 14, 2022, City Council approved a Large Lot Map (LLM) Tract 4149 to create 34 undevelopable parcels; and

WHEREAS, on March 25, 2024, City Council approved a LLM for Tract 4205 to create 23 undevelopable parcels; and

WHEREAS, the land for the proposed Parcel Map 24-05 (PM 24-05) is within the geographic boundaries of VTM 6716, LLM Tract 4149, LLM Tract 4205, and the West Village Neighborhood; and

WHEREAS, as required by the Lathrop Municipal Code Chapter 16.16, all parcel maps must include an Offsite Improvement Agreement (OIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, Califia, LLC (River Islands), will provide a cash deposit, as detailed in the OIA, in lieu of performance and labor & material securities for PM 24-05 to guarantee the minor unfinished improvements in the amount of \$82,500; and

WHEREAS, potential acceptance of the public improvements will be processed by staff at a later date when the improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, PM 24-05 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approves and accepts the following actions:

1. The Parcel Map 24-05 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the September 9, 2024 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
2. The City Manager, or their designee, is authorized to execute an Offsite Improvement Agreement with Califia, LLC in substantially the form as attached to the September 9, 2024 staff report.
3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the September 9, 2024 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of September 2024 by the following vote:

AYES:

NOES:

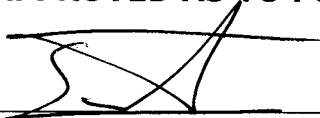
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney



OLD RIVER

PARCEL MAP BOUNDARY

VILLAGE 5

VILLAGE 4

RIVER ISLANDS PARKWAY

PARCEL 2
21,614 ACRES

BRANTON AVENUE

VILLAGE 23

PARCEL 1
99635 S.F.

RIPTIDE WAY

PARCEL 3
45,422 ACRES

RIVER ISLANDS PARKWAY

VILLAGE 3

VILLAGE 2

VILLAGE 27

VILLAGE 26

VILLAGE 28

ROLL TIDE WAY

VILLAGE 25

ATTACHMENT "B"
PARCEL MAP 24-05 PM
VICINITY MAP
SEPTEMBER 2024

OFFSITE IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
CALIFIA, LLC, CALIFORNIA LIMITED LIABILITY COMPANY
FOR PARCEL MAP 24-05 3 LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of September 2024**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **Califia, LLC**, a California limited liability company, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Parcel Map 24-05 (PM 24-05). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with PM 24-05 located within the West Village District of River Islands Phase 2, which also includes major streets necessary to access the site. A cash deposit in lieu of Performance and Labor & Material securities has been provided by SUBDIVIDER that guarantee the unfinished improvements for PM 24-05, in the amount shown in Section 8 of this agreement.

C. SUBDIVIDER has completed a portion of the joint trench improvements for PM 24-05 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Pm 24-05. Improvement plans, and street light plans have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for PM 24-05 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the West Village neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last building constructed in PM 24-05, or September 9, 2025, whichever comes first.

3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$150,625 equal to 10% of the estimated cost of the Improvements for the PM 24-05 (\$1,506,250) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with PM 24-05 as included and described in Exhibit "D" of this Agreement. A cash deposit has been provided in lieu of Performance and Labor & Material securities in the amount of \$82,500. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or

Offsite Improvement Agreement (Califia, LLC)
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employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License.

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for PM 24-05.

20. The following miscellaneous provisions are applicable to this Agreement:

- a. **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. **Definitions.** The definitions and terms are as defined in this Agreement.
- c. **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- d. **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. **Incorporation of Documents.** All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
- f. **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- g. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- h. **Successors and Assigns.** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- i. **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- j. **Venue.** In the event either party brings that suit hereunder, the parties agree that

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A PARCEL MAP 24-05
- EXHIBIT B PARCEL MAP 24-05 AREA
- EXHIBIT C CITY INSURANCE REQUIREMENTS
- EXHIBIT D PARCEL MAP 24-05 UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of September 2024, at Lathrop, California.

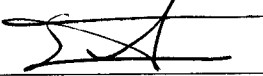
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  _____ 9.3.2024
Salvador Navarrete Date
City Attorney

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

SUBDIVIDER

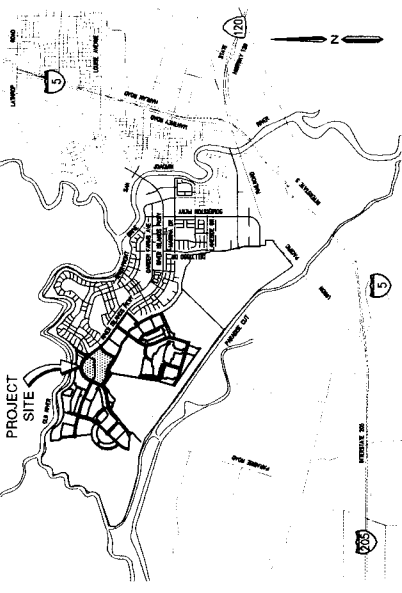
Califia, LLC,
a California limited liability company

BY: _____
Susan Dell'Osso
President

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

EXHIBIT "A"

PARCEL MAP 24-05



VICINITY MAP
NOT TO SCALE

PARCEL MAP 24-05-PM RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESCAMERO, BEING A SUBDIVISION OF PARCEL 20 OF TRACT 4205 (44 MAP 95) AND PARCEL 4 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2024



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN ENCLOSED MAP ENTITLED "PARCEL MAP 24-05-PM", CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, WAS PRESENTED TO SAID CITY COUNCIL AT A MEETING HELD ON THE _____ DAY OF _____, 2024, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND PUBLIC ACCESS EASEMENTS, AND ACCEPTED THE OFFER OF DEDICATION OF REPUBLIC WAY AND RIVER ISLANDS PARKWAY SAID PARCEL MAP, SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-045591, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS PARCEL MAP.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }
ON _____, 2024, BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND:

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN ENCLOSED PARCEL MAP ENTITLED "PARCEL MAP 24-05-PM", CITY OF LATHROP, CALIFORNIA, CONSISTING OF THREE (3) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
- TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS REPUBLIC WAY AND RIVER ISLANDS PARKWAY AS SHOWN ON THIS PARCEL MAP.
 - A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS PARCEL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).
 - A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP FOR PUBLIC ACCESS OVER THE STRIP OF LAND AS SHOWN ON THIS PARCEL MAP DESIGNATED AS PUBLIC ACCESS EASEMENT.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 2 THROUGH 3 AS SHOWN ON THIS PARCEL MAP FOR FUTURE DEVELOPMENT.

OWNER INTENDS TO SUBMIT THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL REPRIAR RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED TO THE CITY OF LATHROP, CALIFORNIA, AND SUCH WATER RIGHTS SHALL BE REPRIAR, OVERLYING, LITIGANT, PERCOLATING, PRESERVATIVE, ADJACENT, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE REPRIAR RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: CALIFA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: _____ DATE _____
NAME: SUSAN DELLOSSO
TITLE: PRESIDENT

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 1, 2016, AS DOCUMENT NUMBER 2016-160896, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017, AS DOCUMENT NUMBER 2017-150771, AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020, AS DOCUMENT NUMBER 2020-044555, AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 24, 2022, AS DOCUMENT NUMBER 2022-114642, AND FURTHER AMENDED IN DOCUMENT RECORDED OCTOBER 3, 2022, AS DOCUMENT NUMBER 2022-114642, AND FURTHER AMENDED IN DOCUMENT RECORDED AUGUST 24, 2023, AS DOCUMENT NUMBER 2023-067411, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2024.
BY: _____
NAME: _____
TITLE: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }
ON _____, 2024, BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND:

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908.

DATED THIS _____ DAY OF _____, 2024.

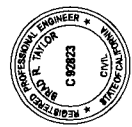
RICARDO CASAJAT, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLES WITH ALL THE PROVISIONS OF TITLE 16, CHAPTER 16.16 OF THE LATHROP MUNICIPAL CODE OF ORDINANCES, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED.

DATED THIS _____ DAY OF _____, 2024.

BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.
IN BOOK _____ OF PARCEL MAPS, AT PAGE _____.
FEE: \$ _____

BY: _____
STEVE RESTOLARDES, ASSISTANT/DEPUTY RECORDER
ASSASSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

PARCEL MAP

24-05-PM

RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 20 OF TRACT 4205 (44 MAP 95) AND PARCEL 4 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024



SIGNATURE OMISSIONS
PURSUANT TO SECTION 6646 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LIVING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 201-0046177, S.A.C.R. PER DOCUMENT NUMBER 097-101819, S.A.C.R.
- PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBER 2023-045581, S.A.C.R.

REFERENCES

- (R1) TRACT 4149, RIVER ISLANDS-PHASE 2, WEST WILAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.A.C.R. (44 MAP 52)
- (R2) TRACT 4205, RIVER ISLANDS-PHASE 2, WOODLANDS EAST LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.A.C.R. (44 MAP 95)

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-045581, S.A.C.R., IS HEREBY ABANDONED WITH THE BOUNDARY OF THIS MAP IS BEING ABANDONED BY THIS PARCEL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CALIFIA, LLC, ON APRIL 2024. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MARCH 31, 2025, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.

DYLAN CRAWFORD, P.L.S. NO 7188



RECITALS

- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.68.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTICED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CROPPING, PROTECTION OF CROPS AND ANIMALS FROM PESTS, IRRIGATION, ESTABLISHING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM PESTS, GENERATE DUST, SMOKE, NOISE, ODDOR, RODENTS AND PESTS. BE AWARE ALSO THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- RECORDED TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA*, IS HEREBY ABANDONED WITH THE BOUNDARY OF THIS MAP IS BEING ABANDONED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEF U. TOULTE, G.E. NO. 2577, AND IS ON FILE WITH THE CITY OF LATHROP.
- PARCEL MAP 24-05-PM, CONTAINS 3 PARCELS CONTAINING 67,946 ACRES, MORE OR LESS, AND RIPTIDE WAY AND RIVER ISLANDS PARKWAY AS DESIGNATED BY THIS PARCEL MAP CONTAINING 2,929 ACRES, MORE OR LESS, AS SHOWN ON THIS PARCEL MAP (PLEASE REFER TO THE AREA TABLE BELOW):

PARCEL MAP AREA SUMMARY	
PARCEL 1	0.910 AC±
PARCEL 2	21.614 AC±
PARCEL 3	45.422 AC±
RIPTIDE WAY	0.791 AC±
RIVER ISLANDS PARKWAY	2.138 AC±
TOTAL	70.875 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023900-LR, (VERSION 4) DATED AUGUST 7, 2024, PROVIDED BY GSD REPUBLIC TITLE COMPANY.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3

LINE #	DIRECTION	LENGTH
L1	N46°40'22"W	7.02'
L2	N65°48'50"W	11.14'
L3	N26°23'18"W	4.52'
L4	N65°36'42"E	15.50'
L5	N26°23'18"W	72.00'
L6	N65°36'42"E	45.00'
L7	N80°00'00"W	31.50'
L8	N0°00'00"E	20.15'
L9	N46°05'52"E	73.10'
L10	N1°44'21"E	43.42'
L11	N44°17'03"W	116.77'
L12	N38°34'25"W	120.57'
L13	N46°40'22"W	136.48'
L14	N65°24'29"W	43.52'
L15	N35°38'43"W	69.27'
L16	N52°24'22"W	90.10'
L17	N52°24'22"W	60.85'
L18	N89°46'09"W	16.81'
L19	N89°46'09"W	209.19'
L20	N62°05'47"W	235.60'
L21	N19°24'17"W	14.85'
L22	N49°05'52"E	105.48'
L23	N44°05'05"E	75.03'
L24	N48°00'51"W	126.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	100.00'	22°44'09"	39.68'
C2	288.00'	8°17'09"	41.65'
C3	440.00'	8°11'10"	47.51'
C4	440.00'	27°27'42"	210.89'
C5	440.00'	33°38'53"	258.40'
C6	28.00'	57°25'32"	26.08'
C7	4.50'	90°00'00"	7.07'
C8	50.00'	63°36'42"	55.51'
C9	775.00'	3°25'07"	46.24'
C10	58.00'	63°37'00"	62.18'
C11	440.00'	3°54'27"	30.01'
C12	58.00'	10°39'17"	10.79'
C13	58.00'	10°39'17"	10.79'
C14	58.00'	7°14'46"	75.50'
C15	58.00'	11°44'25"	11.88'
C16	58.00'	9°40'08"	9.79'
C17	58.00'	10°39'18"	10.79'
C18	58.00'	10°39'18"	10.79'
C19	58.00'	10°39'18"	10.79'
C20	58.00'	10°39'18"	10.79'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C21	755.00'	8°41'24"	114.51'
C22	801.00'	8°41'24"	121.49'
C23	549.00'	36°21'47"	348.43'
C24	551.00'	33°37'52"	323.42'
C25	850.00'	43°07'46"	639.84'
C26	850.00'	13°09'24"	194.94'
C27	850.00'	58°16'10"	334.77'
C28	440.00'	5°49'43"	44.76'
C29	2025.00'	3°18'08"	115.53'
C30	2100.00'	5°15'25"	229.33'
C31	3000.00'	4°06'09"	214.80'
C32	3083.00'	1°14'33"	66.42'
C33	800.00'	22°20'55"	312.05'
C34	913.00'	9°15'46"	147.60'
C35	913.00'	17°44'05"	277.29'

RADIAL BEARINGS	
LINE #	DIRECTION
(R1)	S86°21'07"E
(R2)	S64°38'17"E
(R3)	N83°48'50"W

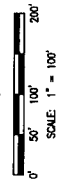
PARCEL MAP

24-05-PM

RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 20 OF TRACT 4205 (44 MAP 95) AND PARCELS 1 & 2 OF TRACT 4149 (44 MAP 92), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

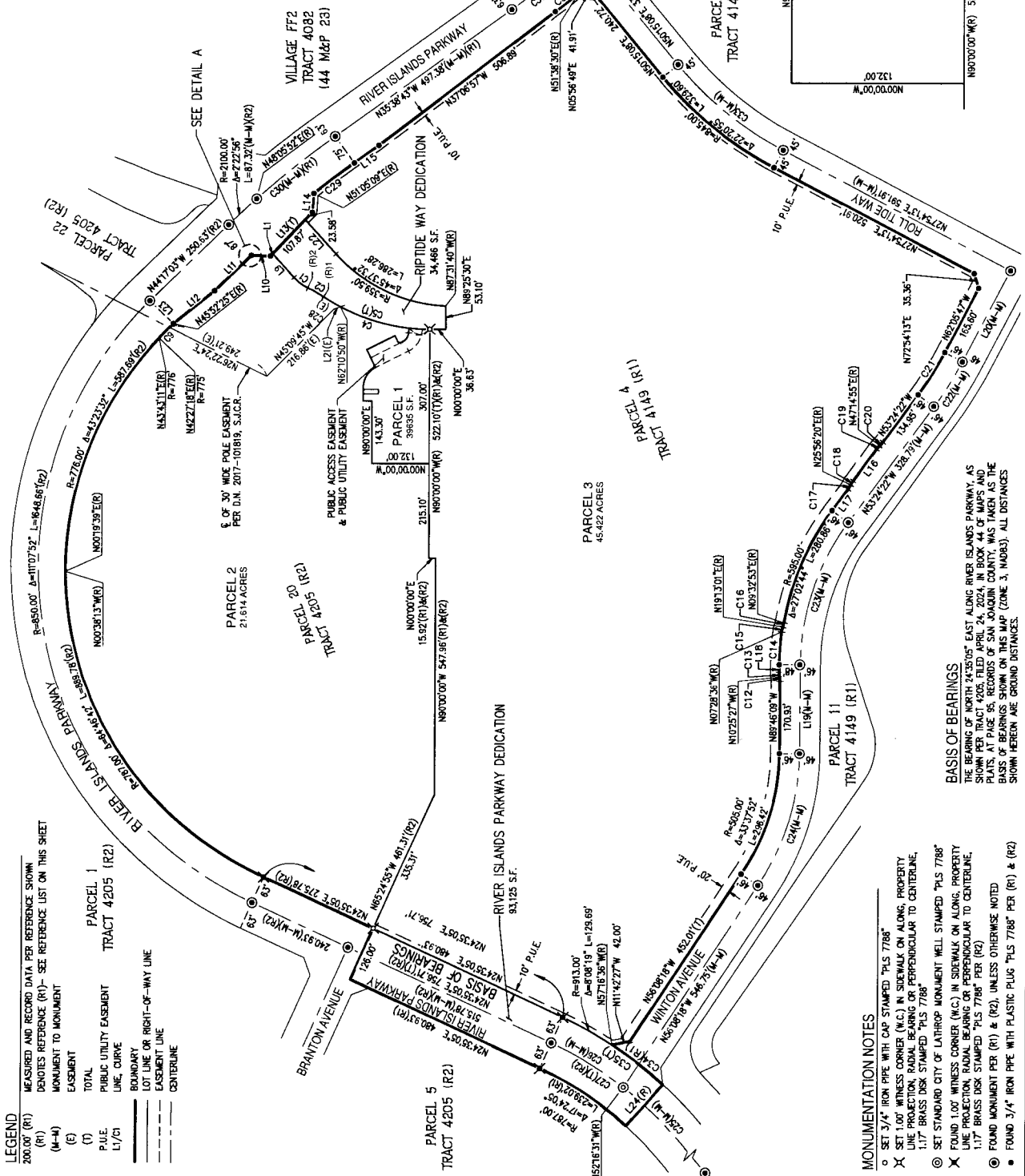
AUGUST 2024



- NOTES**
- SEE SHEET 2 FOR REFERENCES.
 - SEE SHEET 2 FOR LINE AND CURVE TABLES.

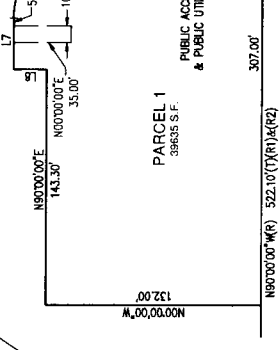
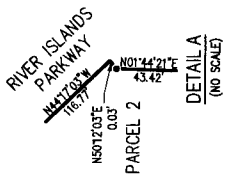
LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DEVIATES REFERENCE (R1) - SEE REFERENCE LIST ON THIS SHEET
(M-H)	EASEMENT
(E)	TOTAL
(T)	PUBLIC UTILITY EASEMENT
L/C1	LINE, CURVE
---	BOUNDARY
---	LOT LINE OR RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	CENTERLINE



BASIS OF BEARINGS
 THE BEARING OF NORTH 24°35'05" EAST ALONG RIVER ISLANDS PARKWAY, AS SHOWN PER TRACT 4205, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 95, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.

- MONUMENTATION NOTES**
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7786"
 - ✕ SET 1.00" WITNESS CORNER (W.C.) IN SIDEWALK OR ALONG PROPERTY PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17' BRASS DISK STAMPED "PLS 7786"
 - ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7786"
 - ✕ FOUND 1.00" WITNESS CORNER (W.C.) IN SIDEWALK OR ALONG PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17' BRASS DISK STAMPED "PLS 7786" PER (R2)
 - ⊙ FOUND MONUMENT PER (R1) & (R2), UNLESS OTHERWISE NOTED
 - FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7786" PER (R1) & (R2)



Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

EXHIBIT "B"

PARCEL MAP 24-05 AREA



OLD RIVER

VILLAGE 5

VILLAGE 4

**PARCEL MAP
BOUNDARY**

RIVER ISLANDS PARKWAY

PARCEL 2
21.614 ACRES

BRANTON AVENUE

VILLAGE 23

PARCEL 1
39635 S.F.

CRIP TIDE WAY

PARCEL 3
45.422 ACRES

RIVER ISLANDS PARKWAY

ROLL TIDE WAY

VILLAGE 3

VILLAGE 2

VILLAGE 27

VILLAGE 26

VILLAGE 28

VILLAGE 25

EXHIBIT "B"
PARCEL MAP 24-05 PM
VICINITY MAP
SEPTEMBER 2024

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;

and

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

- (i) apply on a primary and non-contributory basis;
- and
- (ii) would not seek contribution from any other insurance available to the additional insured.

or

- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

Number of Days Notice

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Offsite Improvement Agreement (Califia, LLC)
Parcel Map 24-05

EXHIBIT "D"
PARCEL MAP 24-05
UNFINISHED IMPROVEMENTS AND FULL IMPROVEMENTS COST ESTIMATE



6200 Stoneridge Mall Rd. Suite 300
Pleasanton, CA 94588

main (925) 223-8340

ENGINEER'S BOND ESTIMATE

September 3, 2024

COST TO COMPLETE

Job No.: 25505-28

RIVER ISLANDS - PHASE 2

RIVER ISLANDS PARKWAY

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item Description	Quantity	Unit	Unit Price	Amount
1 Striping & Monuments (0% Completion)	1	LS	\$ 50,000.00	\$ 50,000.00
TOTAL COST TO COMPLETE				\$ 50,000.00

Notes:

- 1) Estimate for cost to complete based on email from River Islands for River Islands Parkway dated 9/3/2024

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 2
RIPTIDE WAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 7, 2024
 Job No.: 25506-60

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	36,200	SF	\$ 0.45	\$ 16,290.00
2	3.5" AC Paving	29,200	SF	\$ 3.50	\$ 102,200.00
3	13" Aggregate Base	29,200	SF	\$ 2.25	\$ 65,700.00
4	Vertical Curb and Gutter <i>(with AB cushion)</i>	860	LF	\$ 15.00	\$ 12,900.00
5	Type F Median Curb <i>(with AB cushion)</i>	270	LF	\$ 18.00	\$ 4,860.00
6	Concrete Sidewalk	5,070	SF	\$ 5.00	\$ 25,350.00
7	Survey Monuments	2	EA	\$ 300.00	\$ 600.00
8	Traffic Striping & Signage	430	LF	\$ 5.00	\$ 2,150.00
9	Dewatering <i>(budget)</i>	430	LF	\$ 100.00	\$ 43,000.00
Subtotal Street Work					\$ 273,050.00
<u>STORM DRAIN</u>					
10	Catch Basins <i>(type I inlet over type I manhole base)</i>	2	EA	\$ 2,800.00	\$ 5,600.00
11	12" Storm Drain Pipe <i>(polypropylene)</i>	40	LF	\$ 42.00	\$ 1,680.00
12	Connect to Existing	1	EA	\$ 1,700.00	\$ 1,700.00
Subtotal Storm Drain					\$ 8,980.00
<u>WATER SUPPLY</u>					
13	8" Water Line <i>(including all appurtenances) (PVC)</i>	50	LF	\$ 32.00	\$ 1,600.00
14	Fire Hydrants	1	EA	\$ 4,000.00	\$ 4,000.00
15	8" Resilient Gate Valve	1	EA	\$ 1,550.00	\$ 1,550.00
16	Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00
17	Water Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Water Supply					\$ 12,150.00
<u>NON-POTABLE WATER</u>					
18	6" Non-Potable Water Line <i>(including all appurtenances) (PVC)</i>	65	LF	\$ 35.00	\$ 2,275.00
19	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
20	Non-Potable Water Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Non-Potable Water					\$ 6,275.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 301,000.00
<u>DRY UTILITIES</u>					
21	Lump Sum (PSD) <i>(including all appurtenances)</i>	417	LF	\$ 250.00	\$ 104,250.00
Subtotal Dry Utilities					\$ 104,250.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 405,250.00

Notes:

- 1) This estimate does not include surveying, engineering, landscaping, irrigation or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 2
RIVER ISLANDS PARKWAY (24-05-PM)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 3, 2024
Job No.: 25505-28

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	93,200	SF	\$ 0.45	\$ 41,940.00
2	7" AC Paving	57,000	SF	\$ 3.50	\$ 199,500.00
3	15" Aggregate Base	57,000	SF	\$ 2.25	\$ 128,250.00
4	12" Lime Treatment	57,000	SF	\$ 1.10	\$ 62,700.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	1,530	LF	\$ 15.00	\$ 22,950.00
6	Type F Median Curb <i>(with AB cushion)</i>	1,230	LF	\$ 18.00	\$ 22,140.00
7	Concrete Sidewalk	12,600	SF	\$ 5.00	\$ 63,000.00
8	Handicap Ramps	4	EA	\$ 2,500.00	\$ 10,000.00
9	Survey Monuments	2	EA	\$ 300.00	\$ 600.00
10	Traffic Striping & Signage	740	LF	\$ 5.00	\$ 3,700.00
11	Dewatering <i>(budget)</i>	740	LF	\$ 100.00	\$ 74,000.00
Subtotal Street Work					\$ 628,780.00
<u>STORM DRAIN</u>					
12	Catch Basins <i>(type I inlet over type I manhole base)</i>	4	EA	\$ 2,800.00	\$ 11,200.00
13	Catch Basins <i>(type I inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
14	Catch Basins <i>(type C inlet over type I manhole base)</i>	2	EA	\$ 2,800.00	\$ 5,600.00
15	15" Storm Drain Pipe <i>(polypropylene)</i>	90	LF	\$ 18.00	\$ 1,620.00
16	18" Storm Drain Pipe <i>(polypropylene)</i>	120	LF	\$ 20.00	\$ 2,400.00
17	24" Storm Drain Pipe <i>(polypropylene)</i>	390	LF	\$ 31.00	\$ 12,090.00
18	42" Storm Drain Pipe <i>(RCP)</i>	140	LF	\$ 120.00	\$ 16,800.00
19	Manholes <i>(type III)</i>	1	EA	\$ 8,000.00	\$ 8,000.00
Subtotal Storm Drain					\$ 62,710.00
<u>SANITARY SEWER</u>					
20	18" Sanitary Sewer Pipe	850	LF	\$ 80.00	\$ 68,000.00
21	Manholes <i>(type I w/ 60" Barrel)</i>	3	EA	\$ 4,000.00	\$ 12,000.00
Subtotal Sanitary Sewer					\$ 80,000.00

Westwood

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
22	8" Water Line (including all appurtenances) (PVC)	60	LF	\$ 32.00	\$ 1,920.00
23	12" Water Line (including all appurtenances) (PVC)	660	LF	\$ 48.00	\$ 31,680.00
24	20" Water Line (including all appurtenances) (PVC)	160	LF	\$ 100.00	\$ 16,000.00
25	Fire Hydrants	2	EA	\$ 4,000.00	\$ 8,000.00
26	8" Resilient Gate Valve	1	EA	\$ 1,550.00	\$ 1,550.00
27	12" Butterfly Valve	2	EA	\$ 3,500.00	\$ 7,000.00
28	20" Butterfly Valve	2	EA	\$ 5,000.00	\$ 10,000.00
Subtotal Water Supply					\$ 76,150.00
<u>NON-POTABLE WATER</u>					
29	16" Non-Potable Water Line (including all appurtenances) (PVC)	810	LF	\$ 80.00	\$ 64,800.00
30	Blow Off Valve	1	EA	\$ 4,000.00	\$ 4,000.00
31	Temporary Blow Off Valve	8	EA	\$ 3,000.00	\$ 24,000.00
32	16" Butterfly Valve	3	EA	\$ 4,000.00	\$ 12,000.00
Subtotal Non-Potable Water					\$ 104,800.00
<u>LAKE FILL LINE</u>					
33	24" Lake Fill Line (including all appurtenances) (PVC)	790	LF	\$ 85.00	\$ 67,150.00
34	Blow Off Valve	2	EA	\$ 4,000.00	\$ 8,000.00
35	Air Release Valve	1	EA	\$ 2,500.00	\$ 2,500.00
Subtotal Lake Fill Line					\$ 77,650.00
<u>RIVER FILL LINE</u>					
36	24" River Fill Line (including all appurtenances) (PVC)	680	LF	\$ 85.00	\$ 57,800.00
37	Blow Off Valve	1	EA	\$ 4,000.00	\$ 4,000.00
38	Air Release Valve	1	EA	\$ 2,500.00	\$ 2,500.00
39	24" Butterfly Valve	1	EA	\$ 6,000.00	\$ 6,000.00
Subtotal River Fill Line					\$ 70,300.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,101,000.00

Notes:

- 1) This estimate does not include surveying, engineering, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

JOINT ESCROW INSTRUCTIONS RECORDATION OF PARCEL MAPS (RIVER ISLANDS AT LATHROP)

September 9, 2024

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Parcel Map 24-05; Escrow No. 1214023500

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of Califia, LLC, a California limited liability company ("**Califia**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced parcel map ("**Parcel Map**"). Recordation of the Parcel Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Parcel Map will be recorded at the time designated by Califia as set forth below. The Parcel Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2024, at the time designated in writing by Califia, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Parcel Map has not been recorded by June 30, 2025, ORTC will return the Parcel Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and Califia for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Parcel Map 24-05, executed and acknowledged by the City (provided to title by City).

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. 12 (provided to title by City).

The documents listed in Items B.1 and B.2 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. Copies should be sent via email to Cari

JOINT ESCROW INSTRUCTIONS RECORDATION OF PARCEL MAPS (RIVER ISLANDS AT LATHROP)

James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from Califia, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both Califia and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of Califia.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Parcel Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$14,488.39**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,774.00** multiplied by **3.839** acres (or portion thereof) included in the Parcel Map, is to be transferred to the City upon recordation of the Parcel Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverislands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor at the email addresses set forth above; and

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAPS
(RIVER ISLANDS AT LATHROP)**

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Brad Taylor to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by Califia that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

Califia, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Monica Garcia (mgarcia@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sigov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, Califia, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
- (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAPS
(RIVER ISLANDS AT LATHROP)**

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell'Osso Date
President
Califia, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF PARCEL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from Califia and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to Califia and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Recorded for the benefit of the City of Lathrop
pursuant to Government Code Section 27383

TWELFTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)
Annexation No. 12

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on June 28, 2023 as Document No. 2023-050810 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Twelfth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Twelfth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7320.

Dated: _____, 2024.

By: _____
Teresa Vargas, City Clerk,
City of Lathrop

EXHIBIT A

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 12
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 12 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

Name(s) of Property Owner(s)

San Joaquin County
Assessor's Parcel No.

CALIFIA, LLC
73 W. STEWART RD.,
LATHROP, CA 95330

213-630-21

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 12

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$205.02 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$165.53 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$432.29 per SFD Lot	\$432.29 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$349.02 per SFD Lot	\$349.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$320.21 per SFD Lot	\$320.21 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$272.18 per SFD Lot	\$272.18 per SFD Lot
Single Family Detached Property	Not Applicable	\$252.96 per SFD Lot	\$252.96 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$119.97 per SFD Lot
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2023, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$132.99 per SFD Lot
Single Family Detached Property	Not Applicable	\$0.00 per Unit	\$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property			\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of Califia, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor’s Parcel No. 213-630-21

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

CALIFIA, LLC
a California limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

Califia, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

**CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)**

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and C1 Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

**CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor’s Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“**Accessory Unit**” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

“**Administrative Expenses**” means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

“**Administrator**” means the person or firm designated by the City to administer the Special Taxes according to this RMA.

“**Assessor’s Parcel**” or “**Parcel**” means a lot or parcel shown on a County Assessor’s Parcel map with an assigned County Assessor’s Parcel number.

“**Authorized Facilities**” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2022 to April 2023.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“**Fiscal Review Process**” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“**Fiscal Year**” means the period starting July 1 and ending on the following June 30.

“**Maximum Facilities Special Tax**” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

“**Maximum Services Special Tax**” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

“**Maximum Special Taxes**” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“**Multi-Family Property**” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“**Non-Residential Property**” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“**Non-Residential Square Footage**” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“**Proportionately**” means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For the Facilities Special Tax, “Proportionately” means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“**Public Property**” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. *All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established

when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

“Trigger Event” will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

“Unit” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 1
MAXIMUM SERVICES SPECIAL TAX
TAX ZONE 1**

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u> Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Detached Property Single Family Attached Property Multi-Family Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less than 4,000 SqFt Not Applicable Not Applicable	\$432.29 per SFD Lot \$349.02 per SFD Lot \$320.21 per SFD Lot \$272.18 per SFD Lot \$252.96 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit	\$205.02 per SFD Lot \$165.53 per SFD Lot \$151.87 per SFD Lot \$129.09 per SFD Lot \$119.97 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 2
MAXIMUM FACILITIES SPECIAL TAX
TAX ZONE 1**

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

* On July 1, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

4. *Reduction of the Maximum Special Taxes*

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 12

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less Than 4,000 SqFt Not Applicable Not Applicable		\$205.02 per SFD Lot
Single Family Detached Property			Lot
Single Family Detached Property		\$432.29 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property		\$349.02 per SFD Lot	Lot
Single Family Detached Property		\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property		\$272.18 per SFD Lot	Lot
Single Family Detached Property		\$252.96 per SFD Lot	\$129.09 per SFD Lot
Single Family Attached Property		\$0.00 per Unit	\$119.97 per SFD Lot
Multi-Family Property		\$0.00 per Unit	Lot
		\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2023, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*	
<u>Residential Property:</u>				
Single Family Detached Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less Than 4,000 SqFt Not Applicable Not Applicable		\$227.27 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$183.49 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$168.34 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$143.09 per SFD Lot	
Single Family Detached Property		\$0.00 per SFD Lot	\$132.99 per SFD Lot	
Single Family Attached Property		\$0.00 per Unit	\$0.00 per Unit	
Multi-Family Property		\$0.00 per Unit	\$0.00 per Unit	
Non-Residential Property		Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED IN THE SUBJECT LAND IS ENTITLED HEREIN APPROPRIATE OR RELATING TO THE LANDS, WHETHER INTERESTS IN WHOLE OR PART, AND THAT THE UNDERSIGNED HAS FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.
1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS RIPTIDE WAY AND RIVER ISLANDS PARKWAY AS SHOWN ON THIS PARCEL MAP.
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS PARCEL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).
3. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, FOR PUBLIC ACCESS OVER THE STRIP OF LAND AS SHOWN ON THIS PARCEL MAP DESIGNATED AS "PUBLIC ACCESS EASEMENT".

OWNER INTENDS TO SUBSIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER RIGHTS OR OTHER RIGHTS OR INTERESTS IN THE LANDS, WHETHER REAL OR PERSONAL, AND TO SEVER THE RIPARIAN RIGHTS OF OR CONTRACTUAL LANDS WITHIN THE BOUNDARIES OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: NAME: SUSAN DELLOSSO DATE:
PRESIDENT

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 1, 2016, AS DOCUMENT NUMBER 2016-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017, AS DOCUMENT NUMBER 2017-150771, AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020, AS DOCUMENT NUMBER 2020-046003, AND FURTHER AMENDED IN DOCUMENT RECORDED NOVEMBER 23, 2022, AS DOCUMENT NUMBER 2022-114642, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 1, 2023, AS DOCUMENT NUMBER 2023-067141, AND FURTHER AMENDED IN DOCUMENT RECORDED AUGUST 24, 2023, AS DOCUMENT NUMBER 2023-067141, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS DAY OF 2024.
NAME:
ITS:

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON 2024 BEFORE ME, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

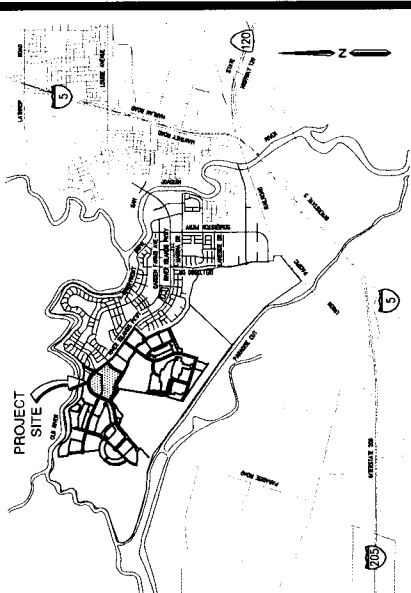
WITNESS MY HAND:

SIGNATURE:
NAME (PRINT):
COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:

PARCEL MAP
24-05-PM
RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 20 OF TRACT 4205 (44 MAP 95) AND PARCEL 4 OF TRACT 4149 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA.

AUGUST 2024



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4968.

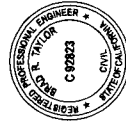
DATED THIS DAY OF 2024.

RICARDO CAGIAT, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS PARCEL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16, CHAPTER 16.16 OF THE LATHROP MUNICIPAL CODE OF ORDINANCES, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED.

DATED THIS DAY OF 2024.



BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS DAY OF 2024 AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.
IN BOOK OF PARCEL MAPS, AT PAGE
FEES:

STELA RESTO ARBES, ASSISTANT/DEPUTY RECORDER
ASSASSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

PARCEL MAP 24-05-PM RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 20 OF TRACT 4205 (44 MAP 95) AND PARCEL 4 OF TRACT 4148 (44 MAP 52), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024



SIGNATURE OMISSIONS

PURSUANT TO SECTION 66308 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2023-046591, S.J.C.R.
- PUBLIC UTILITY EASEMENT PER DOCUMENT NUMBER 2017-101819, S.J.C.R.
- PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER DOCUMENT NUMBER 2023-046591, S.J.C.R.

REFERENCES

- (R1) TRACT 4148, RIVER ISLANDS-PHASE 2, WEST VILAGE LARGE LOT FINAL MAP, FILED DECEMBER 5, 2022, IN BOOK 44 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (44 MAP 52)
- (R2) TRACT 4205, RIVER ISLANDS-PHASE 2, WOODLANDS EAST LARGE LOT FINAL MAP, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 95, S.J.C.R. (44 MAP 95)

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES, RECORDED JUNE 9, 2023, AS DOCUMENT NUMBER 2023-046591, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS MAP IS BEING ABANDONED BY THIS PARCEL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

CITY SURVEYOR'S STATEMENT

I, DANIEL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND IT COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.



DANIEL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CALIFIA, LLC, ON APRIL 10, 2024. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MARCH 31, 2025, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2024.



DYLAN CRAWFORD, P.L.S. NO 7788

RECITALS

- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTICED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, PRODUCTS, PROTECTION OF CROPS, MANURE FROM HERDS, BURNING OF AGRICULTURAL WASTE, GENERATE BUST, SMOKE, NOISE, DARK, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- RESURVEY REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," PREPARED BY GEOTECHNICAL CONSULTANTS, INC., 1000 J STREET, SUITE 200, LATHROP, CALIFORNIA 95621, PROJECT BY ENGEO, INCORPORATED, JOSEF A. TOOLE, G.E. NO. 26,777, AND IS ON FILE WITH THE CITY OF LATHROP.
- PARCEL MAP 24-05-PM, CONTAINS 3 PARCELS CONTAINING 67,946 ACRES, MORE OR LESS, AND RPTIDE WAY AND RIVER ISLANDS PARKWAY AS DESIGNATED BY THIS PARCEL MAP CONTAINING 2,929 ACRES, MORE OR LESS, AS SHOWN ON THIS PARCEL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

PARCEL MAP AREA SUMMARY	
PARCEL 1	0.910 AC
PARCEL 2	21.614 AC
PARCEL 3	45.422 AC
RPTIDE WAY	0.781 AC
RIVER ISLANDS PARKWAY	2.138 AC
TOTAL	70.875 AC

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023500-LR, (VERSION 4) DATED AUGUST 7, 2024, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3

LINE #	DIRECTION	LENGTH
L1	N46°40'22"W	7.02'
L2	N83°48'50"W	11.14'
L3	N26°23'18"W	4.52'
L4	N63°38'42"E	15.50'
L5	N26°23'18"W	72.00'
L6	N63°38'42"E	45.00'
L7	N80°00'00"W	31.50'
L8	N0°00'00"E	20.15'
L9	N48°05'52"E	73.10'
L10	N1°44'21"E	43.42'
L11	N44°17'03"W	116.77'
L12	N88°34'25"W	120.57'
L13	N46°40'22"W	338.48'
L14	N85°24'25"W	43.52'
L15	N35°28'43"W	69.27'
L16	N53°24'22"W	90.10'
L17	N53°24'22"W	60.85'
L18	N89°46'09"W	16.81'
L19	N89°46'09"W	209.19'
L20	N62°05'47"W	235.50'
L21	N19°24'17"W	14.85'
L22	N48°05'52"E	105.48'
L23	N44°05'05"E	75.03'
L24	N48°05'15"W	126.00'

CURVE #	RADIUS	DELTA	LENGTH
C1	100.00'	22°44'09"	39.68'
C2	286.00'	8°17'08"	41.65'
C3	440.00'	6°11'10"	47.51'
C4	440.00'	27°27'42"	210.89'
C5	440.00'	33°38'53"	258.40'
C6	26.00'	57°25'32"	26.06'
C7	4.50'	90°00'00"	7.07'
C8	50.00'	63°36'42"	55.51'
C9	775.00'	3°25'07"	46.24'
C10	56.00'	63°37'00"	62.18'
C11	440.00'	3°54'27"	30.01'
C12	56.00'	10°39'17"	10.79'
C13	56.00'	10°39'17"	10.79'
C14	597.00'	7°14'46"	75.50'
C15	56.00'	11°44'25"	11.88'
C16	56.00'	9°40'08"	9.79'
C17	56.00'	10°39'18"	10.79'
C18	56.00'	10°39'18"	10.79'
C19	56.00'	10°39'18"	10.79'
C20	56.00'	10°39'18"	10.79'

CURVE #	RADIUS	DELTA	LENGTH
C21	755.00'	8°41'24"	114.51'
C22	801.00'	8°41'24"	121.48'
C23	549.00'	36°21'47"	348.43'
C24	551.00'	33°37'52"	323.42'
C25	850.00'	43°07'46"	639.84'
C26	850.00'	13°08'24"	194.94'
C27	850.00'	56°16'10"	684.77'
C28	440.00'	5°48'43"	44.76'
C29	2025.00'	3°16'08"	115.53'
C30	2100.00'	6°15'25"	229.33'
C31	3000.00'	4°06'09"	214.80'
C32	3063.00'	1°14'33"	66.42'
C33	800.00'	22°20'55"	312.05'
C34	913.00'	9°15'46"	147.60'
C35	913.00'	17°24'05"	277.29'

LINE #	DIRECTION
(R1)	S86°21'07"E
(R2)	S64°38'17"E
(R3)	N83°48'50"W

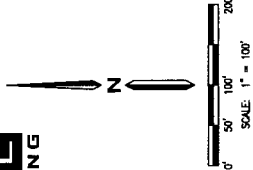
PARCEL MAP

24-05-PM

RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION
OF PARCEL 20 OF TRACT 4205 (44 MAP 95)
AND PARCEL 4 OF TRACT 4149 (44 MAP 52),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2024

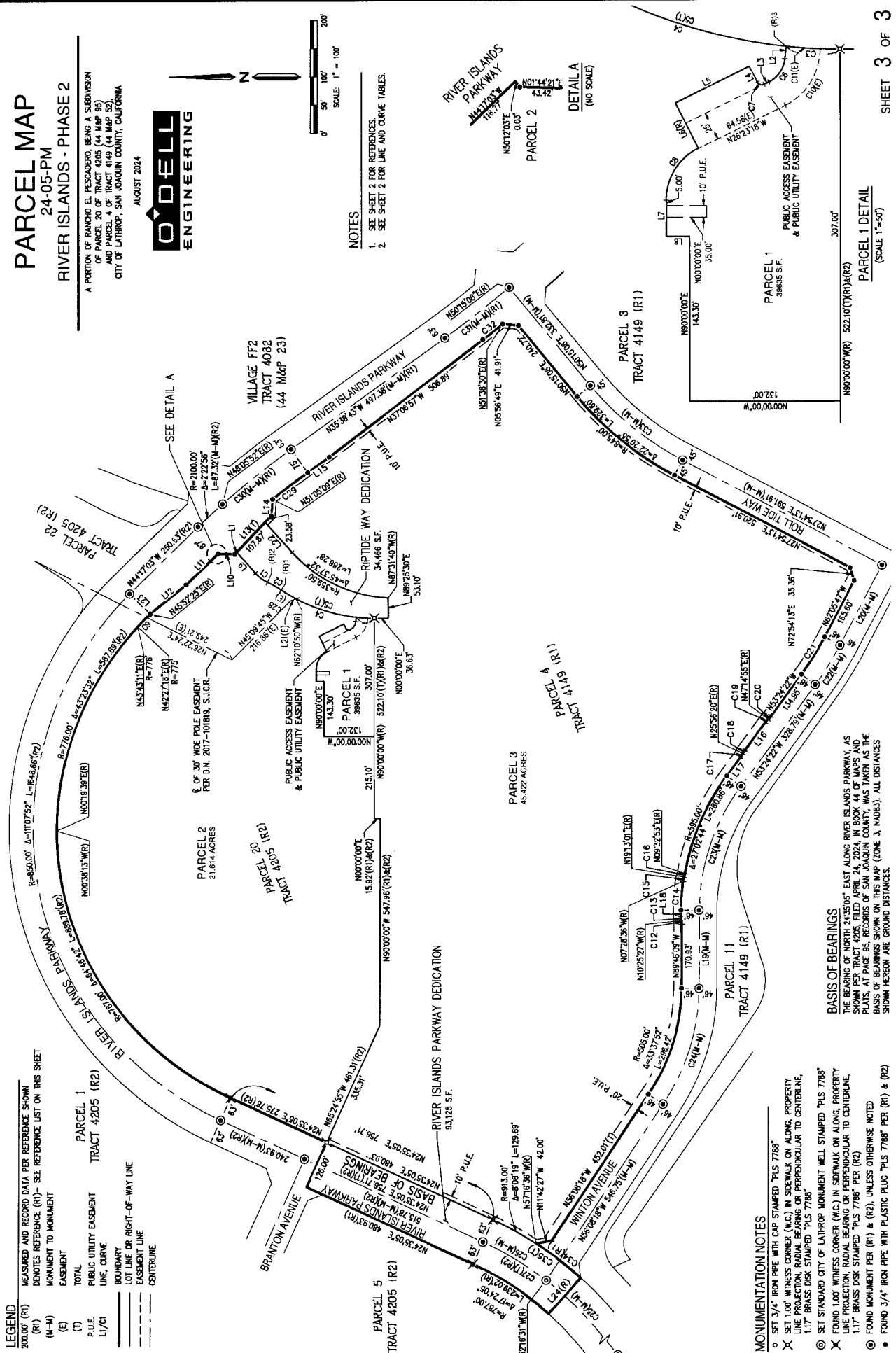


NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 2 FOR LINE AND CURVE TABLES.

LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON THIS SHEET
(M-W)	MONUMENT TO MONUMENT
(E)	EASEMENT
(T)	TOTAL
P.U.E.	PUBLIC UTILITY EASEMENT
L1/C1	LINE, CURVE
---	LOT LINE OR RIGHT-OF-WAY LINE
---	BOUNDARY
---	EASEMENT LINE
---	CENTERLINE



MONUMENTATION NOTES

- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
- × SET 1.00" WITNESS CORNER (W.C.) IN SIDEWALK OR ALONG PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- ◎ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- × FOUND 1.00" WITNESS CORNER (W.C.) IN SIDEWALK OR ALONG PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R2)
- ◎ FOUND MONUMENT PER (R1) & (R2), UNLESS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) & (R2)

BASIS OF BEARINGS

THE BEARING OF NORTH 24°35'05" EAST ALONG RIVER ISLANDS PARKWAY, AS SHOWN PER TRACT 4205, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 95, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

PARCEL 1 DETAIL

(SCALE 1"=50')

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ITEM 4.24

CITY MANAGER'S REPORT SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE QUITCLAIM DEEDS TO TRANSFER OPEN SPACE PARCELS TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY

RECOMMENDATION: Adopt Resolution Approving Quitclaim Deeds to Transfer Open Space Parcels to River Islands Public Financing Authority

SUMMARY:

River Islands Development Area 1, LLC (River Islands) inadvertently dedicated parcels of open space to the City of Lathrop (City) with the approval of the final map for Tract 4155 West Village Unit 1 on September 11, 2023. Typically, a park is dedicated to the City as part of the Quimby Act, which requires developers to provide land or funding for park development. However, these particular open space parcels are an exception to the Quimby Act because River Islands has already satisfied the Quimby Act requirements for Vesting Tentative Map (VTM) 6716 and therefore, the open space parcels should not have been dedicated to the City. Instead, it should have been dedicated to the River Islands Public Financing Authority (RIPFA) as most of the open space parcels along the lakes in River Islands are owned by RIPFA. Letters from RIPFA and River Islands, requesting the transfer of the parcels, are included as Attachment "B".

Staff recommends that Council approve the proposed Quitclaim Deeds to RIPFA, included as Attachment "C". A Vicinity Map is also included as Attachment "D".

BACKGROUND:

On September 11, 2023, City Council approved the final map for Tract 4155 Unit 1 within the West Village District of River Islands, which created 105 residential lots. The final map also dedicated certain parcels to the City for the purposes of open space, landscaping, public utilities, fence maintenance, and appurtenances (Parcels). Typically, an open space parcel is dedicated to the City as part of the Quimby Act, which requires developers to provide land or funds for park development, however, these Parcels are an exception to the Quimby Act because River Islands satisfied the Quimby Act requirements for Vesting Tentative Map (VTM) 6716 and therefore, the Parcels should not have been dedicated to the City. All non-Quimby Act open spaces in the River Islands Development are owned and maintained by Island Reclamation District (RD) 2062, RIPFA, or an HOA.

The Parcels should have been dedicated to RIPFA as most of the open space parcels along the lakes in River Islands are owned by RIPFA. Staff recommends Council approve the proposed Quitclaim Deeds to RIPFA and authorize the transfer of the open spaces to RIPFA pursuant to their request.

REASON FOR RECOMMENDATION:

River Islands and RIPFA submitted letters to the City requesting that the City transfer the Parcels to RIPFA, as originally intended. Staff recognizes that the Parcels should not have been dedicated to the City pursuant to VTM 6716 and therefore, supports RIPFA's and River Islands' requests to transfer the Parcels to RIPFA.

FISCAL IMPACT:

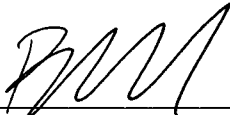
There is no cost to the City to execute the deeds. All costs for City staff time have been paid by River Islands.

ATTACHMENTS:

- A. Resolution Approving Quitclaim Deeds to Transfer Open Space Parcels to River Islands Public Financing Authority
- B. Letters from River Islands Public Financing Authority and River Islands Development Area 1, LLC requesting City to transfer open space parcels to River Islands Public Financing Authority
- C. Proposed Quitclaim Deeds from City to River Islands Public Financing Authority
- D. Vicinity Map of Open Space – Tract 4155

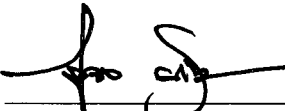
CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
APPROVE QUITCLAIM DEEDS TO TRANSFER OPEN SPACE PARCELS TO RIPFA

APPROVALS:



Bellal Nabizadah
Assistant Engineer

9/3/24
Date



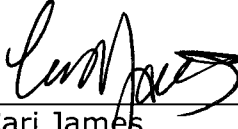
Todd Sebastian
Parks and Recreation Director

9/4/24
Date



Brad Taylor
City Engineer

9/3/2024
Date



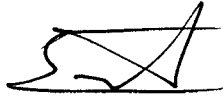
Cari James
Finance Director

9/3/2024
Date



Michael King
Assistant City Manager

9/3/2024
Date



Salvador Navarrete
City Attorney

9.3.2024
Date



Stephen J. Salvatore
City Manager

9.4.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING QUITCLAIM DEEDS TO TRANSFER OPEN SPACE PARCELS TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY

WHEREAS, on September 11, 2023, Council approved the final map for Tract 4155 Unit 1 within the West Village District of River Islands, which created 105 residential lots. The final map also dedicated certain parcels to the City for the purposes of open space, landscaping, public utilities, fence maintenance, and appurtenances (Parcels); and

WHEREAS, typically, an open space parcel is dedicated to the City as part of the Quimby Act, which requires developers to provide land or funds for park development, however, the Parcels are an exception to the Quimby Act because River Islands satisfied the Quimby Act requirements for Vesting Tentative Map (VTM) 6716 and therefore, the Parcels should not have been dedicated to the City; and

WHEREAS, all non-Quimby Act open spaces in the River Islands Development are owned and maintained by Island Reclamation District 2062, RIPFA, or an HOA

WHEREAS, the Parcels should have been dedicated to River Islands Public Financing Authority (RIPFA) as most of the open space parcels along the lakes in River Islands are owned by RIPFA.; and

WHEREAS, the request letters from River Islands Development Area 1, LLC (River Islands) and RIPFA, requesting the transfer of the parcels to RIPFA, are included as Attachment "B" and the proposed Quitclaim Deeds to RIPFA are included as Attachment "C" to the City Manager's Report that accompanied this resolution; and

WHEREAS, there is no cost to the City to execute the deeds. All costs for City staff time have been paid by River Islands; and

WHEREAS, staff recognizes that the Parcels should not have been dedicated to the City and therefore, supports RIPFA's and River Islands' requests to transfer the Parcels to RIPFA; and

WHEREAS, staff recommends that the Council approve the Quitclaim Deeds to RIPFA and authorize the transfer of the open space parcels to RIPFA as requested.

NOW, BE IT RESOLVED, by the City Council of the City of Lathrop that the City Manager or their designee is authorized to execute the Quitclaim Deeds to RIPFA and transfer the Parcels to RIPFA as requested; and

BE IT FURTHER RESOLVED, City Council of the City of Lathrop finds that the Parcels were dedicated to the City of Lathrop erroneously and should have been dedicated to RIPFA; and

BE IT FURTHER RESOLVED, to correct the error, City Council hereby transfers the Parcels to RIPFA by Quitclaim Deeds.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of September 2024 by the following vote:

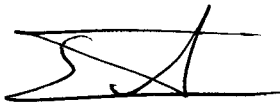
- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas
City Clerk



Salvador Navarrete
City Attorney

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. Stewart Road
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

August 27, 2024

Brad Taylor, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Email: btaylor@ci.lathrop.ca.us

Subject: Transfer of Pocket Parks from Tract 4155 Near Lake 23 and Callerton Avenue

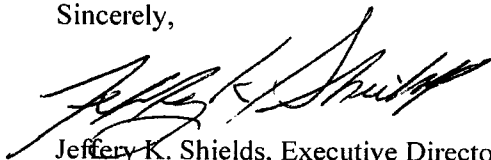
Dear Brad:

As discussed with you and your staff, the Authority should have reserved the pocket parks adjacent to Lake 23 and Callerton Avenue with the approval of the Tract 4155 final map. The parcels were erroneously dedicated to the City and consistent with the conditions of approval with Phase 2 River Islands approvals, these properties should be owned/controlled by either the Authority or Reclamation District No. 2062 ("RD 2062"). The Authority may transfer these parcels to RD 2062 in the future, but the initial transfer from the City should be to the Authority.

We have provided quitclaim deeds and legal descriptions to the City for the transfer and I have signed a Certificate of Acceptance for each quitclaim deed. Once approved by the City Council, these deeds may be recorded by the City.

If you have any questions regarding this letter, please feel free to contact Ramon Batista at (209) 879-7900.

Sincerely,



Jeffery K. Shields, Executive Director
River Islands Public Financing Authority

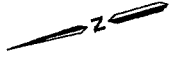
cc: Stephen J. Salvatore, City Manager
Salvador Navarrete, City Attorney
Rick Caguiat, City of Lathrop Community Development Director
Todd Sebastian, City of Lathrop Parks and Recreation Director
Bellal Nabizadah, Assistant Engineer
Jordan Bulger, Contract Specialist
Debbie Belmar, Legal Department Manager

EXHIBIT "A"

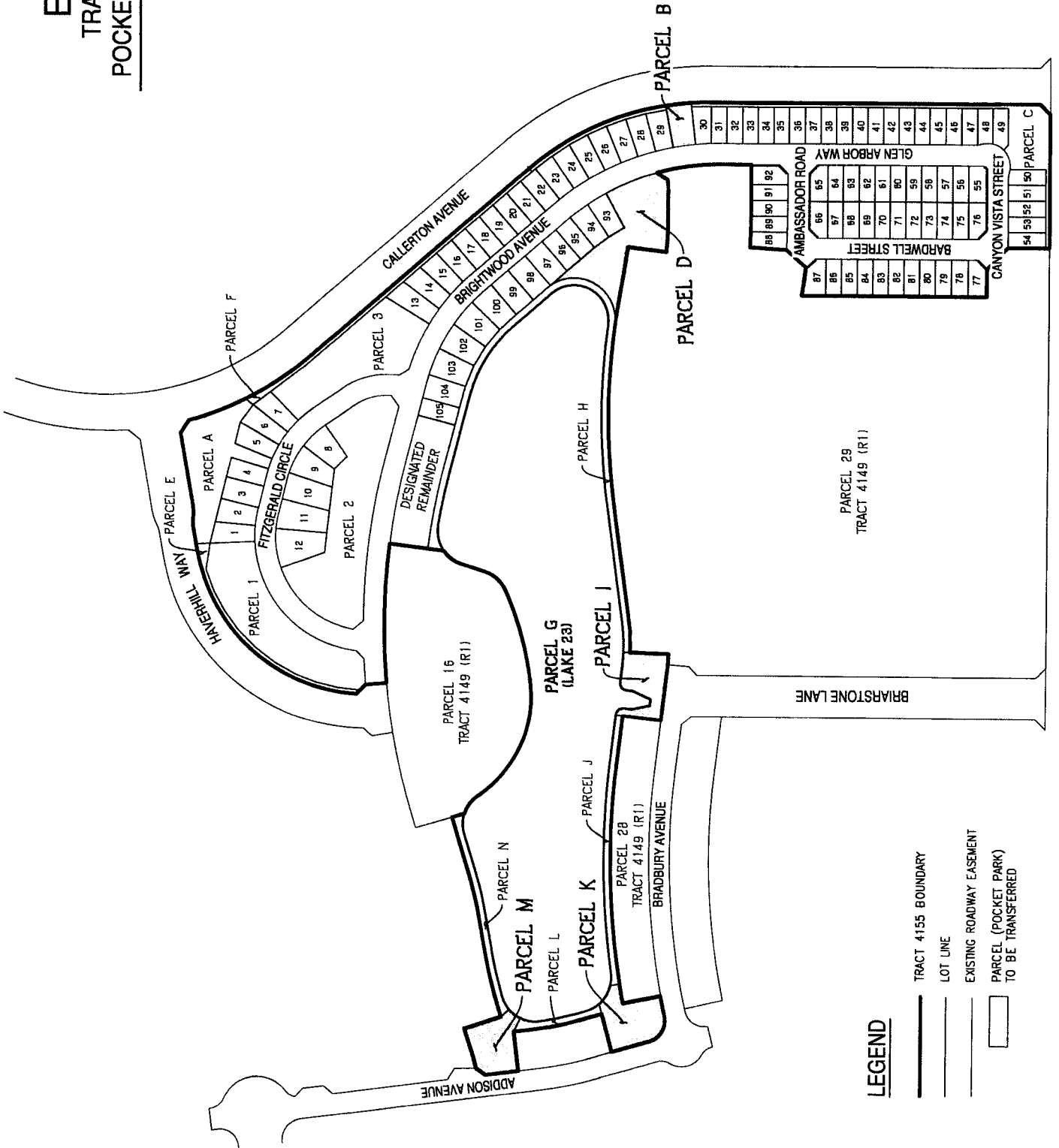
TRACT 4155 UNIT 1

POCKET PARK TRANSFER

AUGUST 2024



SCALE: 1" = 400'



August 28, 2024

Mr. Brad Taylor, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Transfer of Pocket Parks from Tract 4155 Near Lake 23 and Callerton Avenue

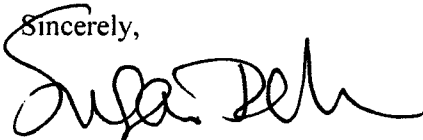
Dear Brad:

As discussed previously with you and your staff, the approval and subsequent recording of the Tract 4155 final map in the West Village District should have reserved certain pocket parks adjacent and/or near Lake 23 to the River Islands Public Financing Authority ("RIPFA"); see attached exhibit. Instead, they were dedicated to the City erroneously, which is not consistent with the conditions of approval for the Phase 2 River Islands approvals. As indicated by the Executive Director of RIPFA, Jeff Shields, in his August 27, 2024 correspondence to you, the pocket park parcels should be owned/controlled by either the Authority or Reclamation District No. 2062 ("RD 2062"). RIPFA may transfer these parcels to RD 2062 in the future, but the initial transfer from the City should be to RIPFA.

Also indicated by Mr. Shields correspondence, quitclaim deeds and legal descriptions, as well as Certificates of Acceptance for each quitclaim deed have already been provided to you. Once approved by the City Council, these deeds may be recorded by the City with our acknowledgement and agreement.

If you have any questions regarding this letter, please feel free to contact me at (209) 879-7900.

Sincerely,



Susan Dell'Osso, President
River Islands Development Area 1, LLC

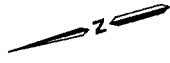
cc: Jeff Shields, Executive Director, RIPFA
Stephen J. Salvatore, City Manager
Salvador Navarrete, City Attorney
Rick Caguiat, City of Lathrop Community Development Director
Todd Sebastian, City of Lathrop Parks and Recreation Director
Bellal Nabizadah, Assistant Engineer
Jordan Bulger, Contract Specialist
Debbie Belmar, Legal Department Manager

EXHIBIT "A"

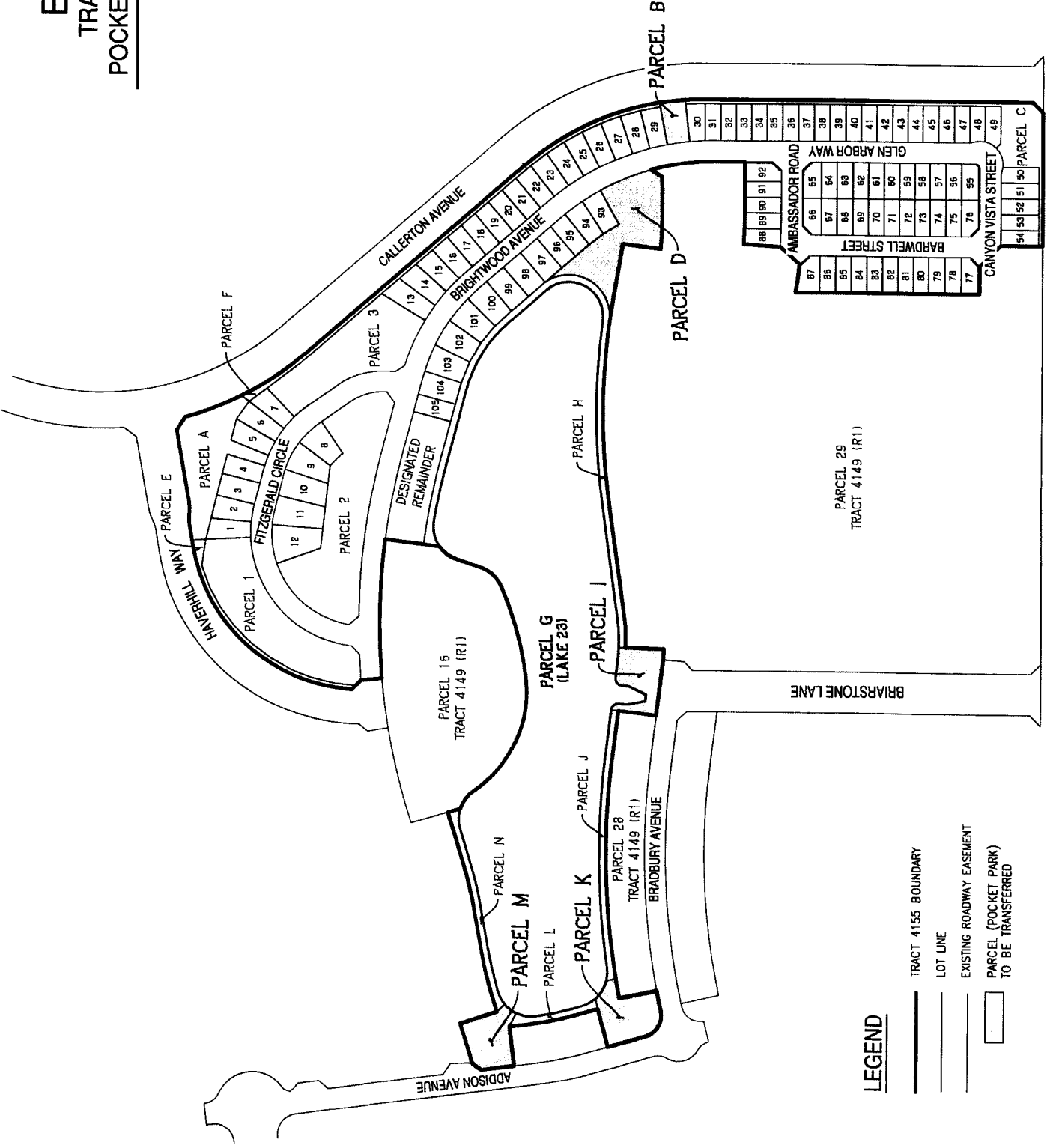
TRACT 4155 UNIT 1

POCKET PARK TRANSFER

AUGUST 2024



SCALE: 1" = 400'



RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 213-700-09

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and legal sufficiency of which is hereby acknowledged, THE CITY OF LATHROP, a municipal corporation ("Grantor"), does hereby remise, release and forever quitclaim to RIVER ISLANDS PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California ("Grantee"), its successors and assigns, any and all right, title and interest in and to the real property in the City of Lathrop, County of San Joaquin, State of California, described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of August ____, 2024.

GRANTOR:

**CITY OF LATHROP, a California municipal
corporation**

By: _____
Stephen J. Salvatore, City Manager

[ATTACH NOTARY ACKNOWLEDGMENT]

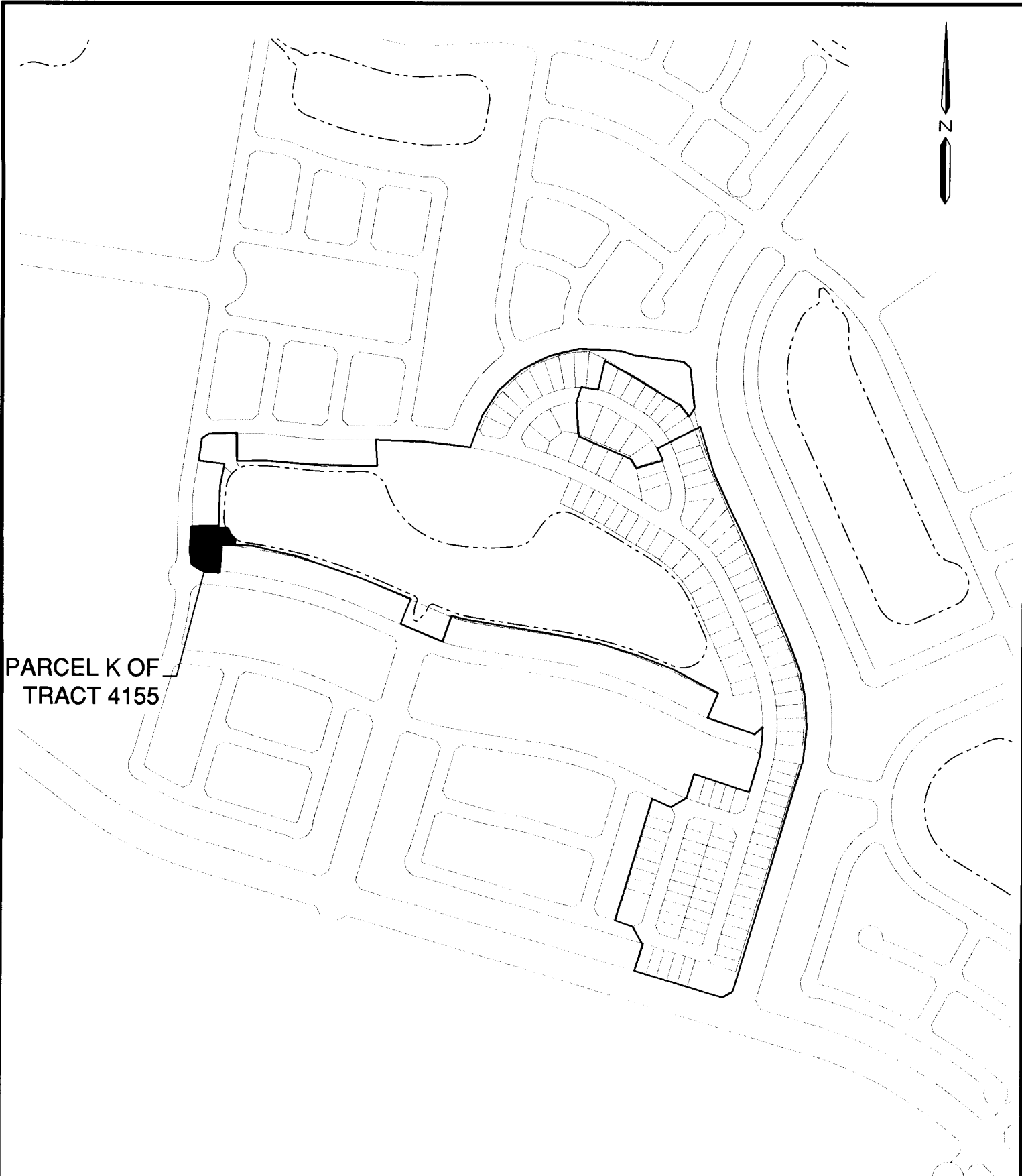
EXHIBIT A

Legal Description of Land

The land referred to is situated in City of Lathrop, County of San Joaquin, State of California, described as follows:

Parcel K as shown on the map entitled "Tract 4155, River Islands – Phase 2, West Village Unit 1," filed for record on March 29, 2024, in Book 44 of Maps and Plats, at Page 87, San Joaquin County Records.

APN: 213-700-09

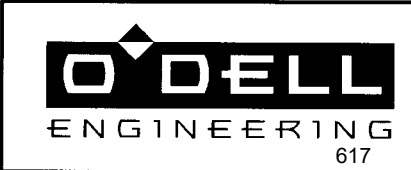


PARCEL K OF
TRACT 4155

EXHIBIT A

RIVER ISLANDS TRACT 4155 (DEL WEBB)		
PARCEL K QUITCLAIM		
SCALE:	NONE	DATE: 2024-8-12
JOB NO.:	25501	

1
OF
1



RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 213-700-11

QUITCLAIM DEED

. FOR VALUABLE CONSIDERATION, the receipt and legal sufficiency of which is hereby acknowledged, THE CITY OF LATHROP, a municipal corporation ("Grantor"), does hereby remise, release and forever quitclaim to RIVER ISLANDS PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California ("Grantee"), its successors and assigns, any and all right, title and interest in and to the real property in the City of Lathrop, County of San Joaquin, State of California, described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of August ____, 2024.

GRANTOR:

CITY OF LATHROP, a California municipal corporation

By: _____
Stephen J. Salvatore, City Manager

[ATTACH NOTARY ACKNOWLEDGMENT]

EXHIBIT A

Legal Description of Land

The land referred to is situated in City of Lathrop, County of San Joaquin, State of California, described as follows:

Parcel M as shown on the map entitled “Tract 4155, River Islands – Phase 2, West Village Unit 1,” filed for record on March 29, 2024, in Book 44 of Maps and Plats, at Page 87, San Joaquin County Records.

APN: 213-700-11

PARCEL M OF
TRACT 4155

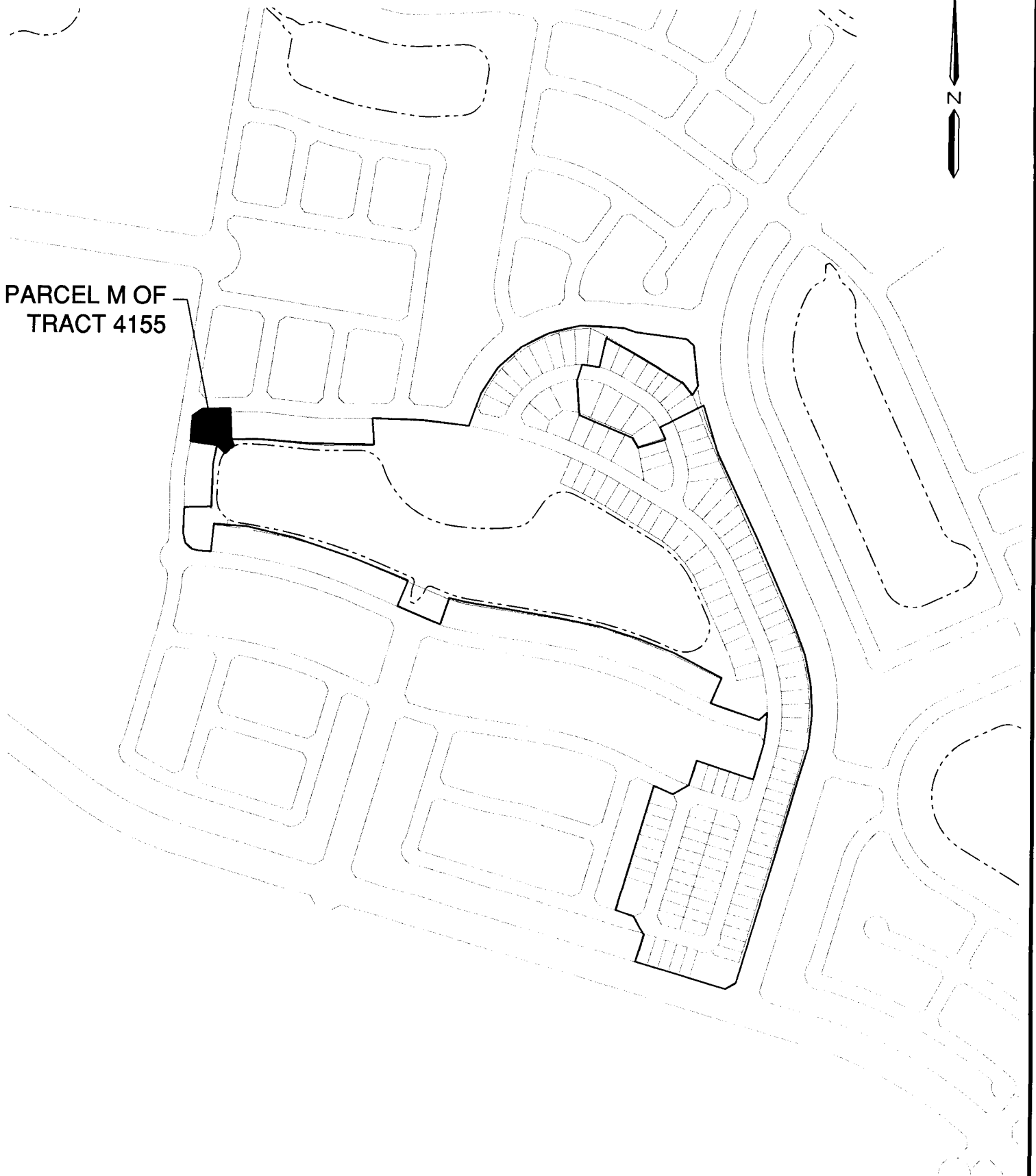


EXHIBIT A

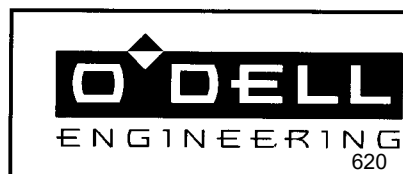
RIVER ISLANDS TRACT 4155 (DEL WEBB)

PARCEL M QUITCLAIM

SCALE: NONE DATE: 2024-8-12

JOB NO.: 25501

1
OF
1



RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 213-730-70

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and legal sufficiency of which is hereby acknowledged, THE CITY OF LATHROP, a municipal corporation ("Grantor"), does hereby remise, release and forever quitclaim to RIVER ISLANDS PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California ("Grantee"), its successors and assigns, any and all right, title and interest in and to the real property in the City of Lathrop, County of San Joaquin, State of California, described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of August ____, 2024.

GRANTOR:

**CITY OF LATHROP, a California municipal
corporation**

By: _____
Stephen J. Salvatore, City Manager

[ATTACH NOTARY ACKNOWLEDGMENT]

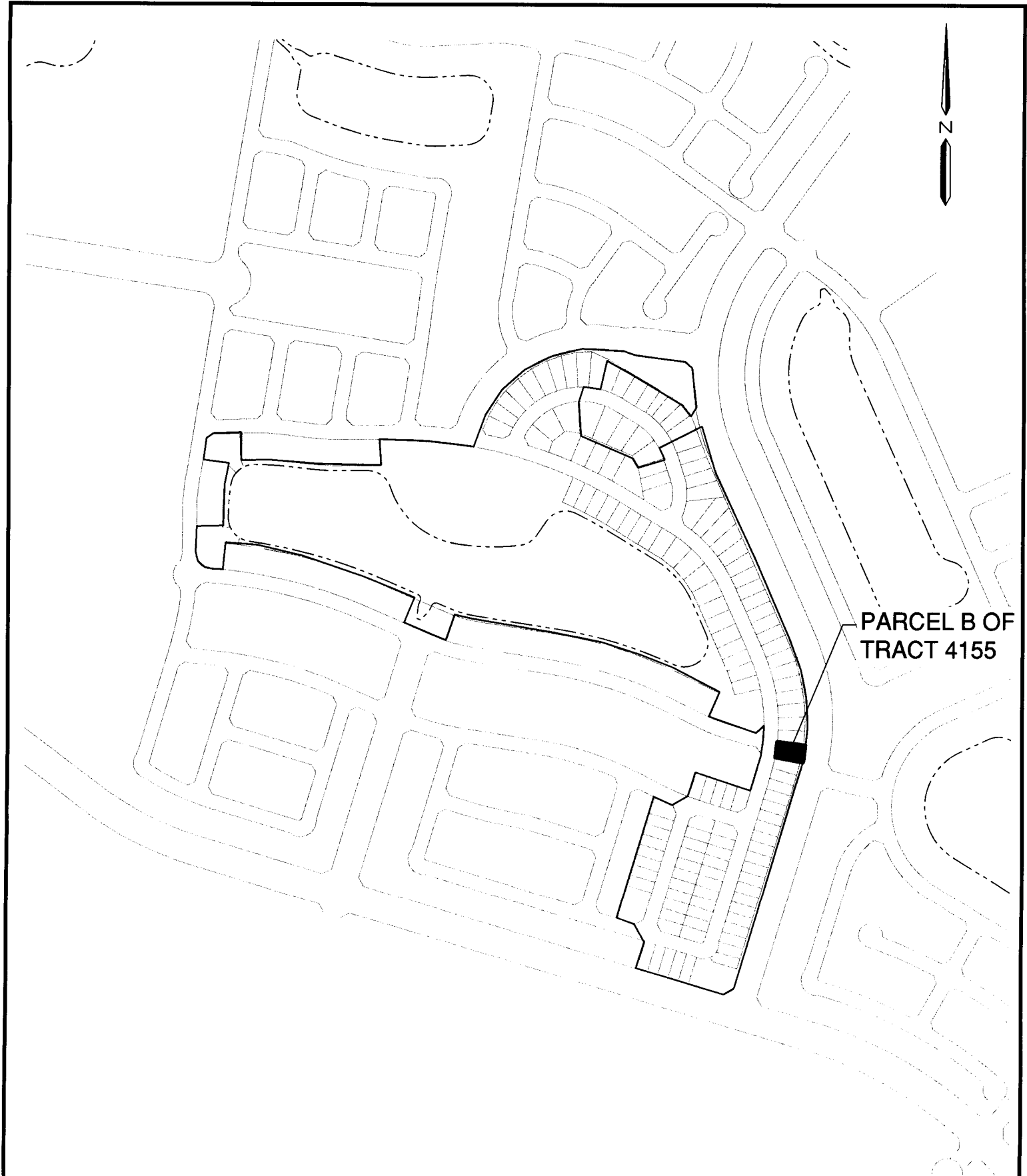
EXHIBIT A

Legal Description of Land

The land referred to is situated in City of Lathrop, County of San Joaquin, State of California, described as follows:

Parcel B as shown on the map entitled "Tract 4155, River Islands – Phase 2, West Village Unit 1," filed for record on March 29, 2024, in Book 44 of Maps and Plats, at Page 87, San Joaquin County Records.

APN: 213-730-70



PARCEL B OF TRACT 4155

EXHIBIT A

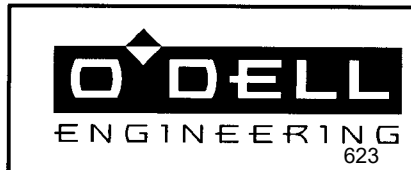
RIVER ISLANDS TRACT 4155 (DEL WEBB)

PARCEL B QUITCLAIM

SCALE: NONE DATE: 2024-8-12

JOB NO.: 25501

1
OF
1



RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 213-700-02

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and legal sufficiency of which is hereby acknowledged, THE CITY OF LATHROP, a municipal corporation ("Grantor"), does hereby remise, release and forever quitclaim to RIVER ISLANDS PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California ("Grantee"), its successors and assigns, any and all right, title and interest in and to the real property in the City of Lathrop, County of San Joaquin, State of California, described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of August ____, 2024.

GRANTOR:

**CITY OF LATHROP, a California municipal
corporation**

By: _____
Stephen J. Salvatore, City Manager

[ATTACH NOTARY ACKNOWLEDGMENT]

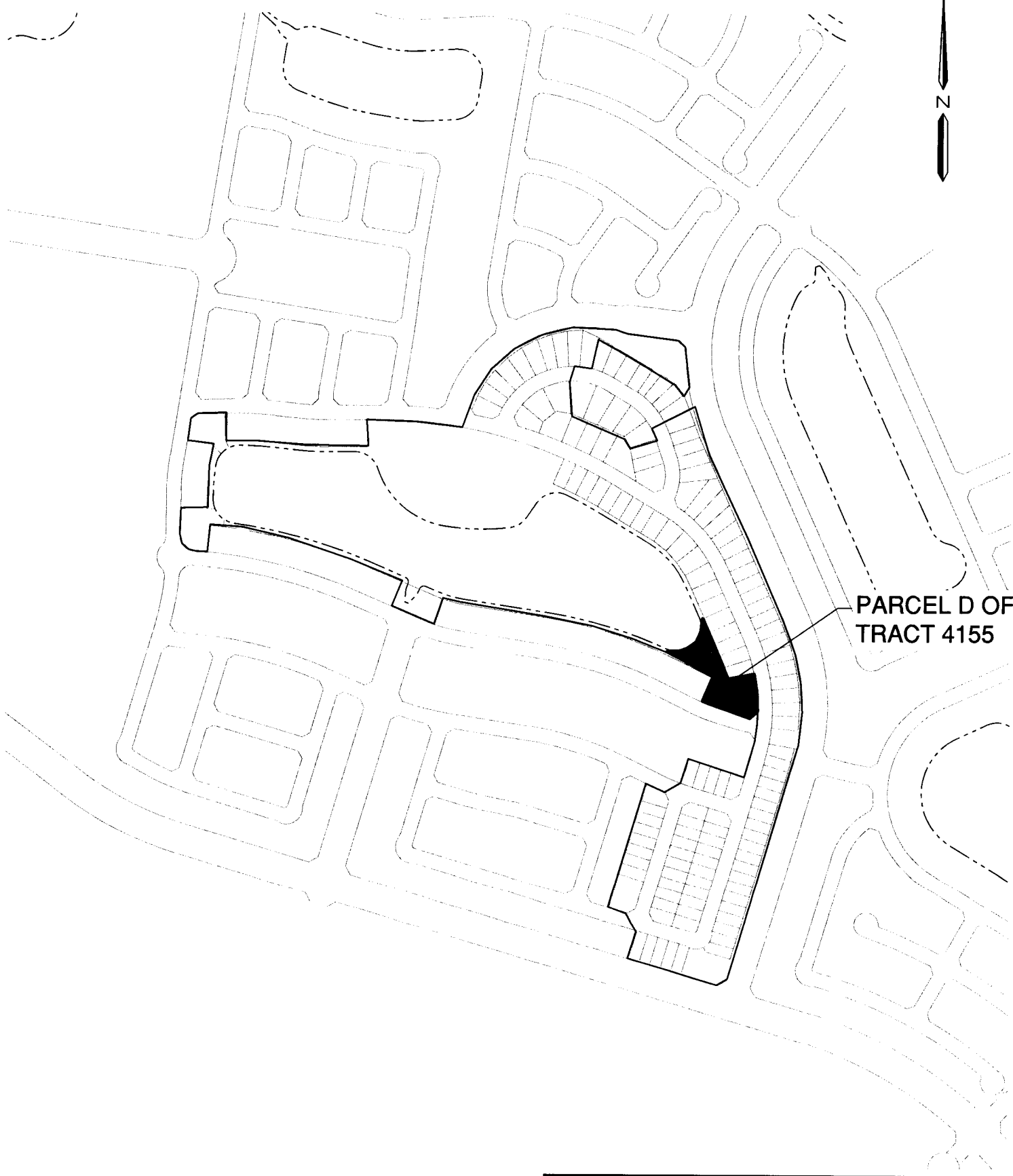
EXHIBIT A

Legal Description of Land

The land referred to is situated in City of Lathrop, County of San Joaquin, State of California, described as follows:

Parcel D as shown on the map entitled “Tract 4155, River Islands – Phase 2, West Village Unit 1,” filed for record on March 29, 2024, in Book 44 of Maps and Plats, at Page 87, San Joaquin County Records.

APN: 213-700-02



PARCEL D OF TRACT 4155

EXHIBIT A

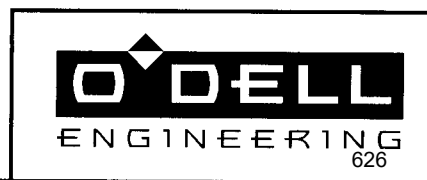
RIVER ISLANDS TRACT 4155 (DEL WEBB)

PARCEL D QUITCLAIM

SCALE: NONE DATE: 2024-8-12

JOB NO.: 25501

1
OF
1



RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 213-700-07

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and legal sufficiency of which is hereby acknowledged, THE CITY OF LATHROP, a municipal corporation ("Grantor"), does hereby remise, release and forever quitclaim to RIVER ISLANDS PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California ("Grantee"), its successors and assigns, any and all right, title and interest in and to the real property in the City of Lathrop, County of San Joaquin, State of California, described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of August ____, 2024.

GRANTOR:

**CITY OF LATHROP, a California municipal
corporation**

By: _____
Stephen J. Salvatore, City Manager

[ATTACH NOTARY ACKNOWLEDGMENT]

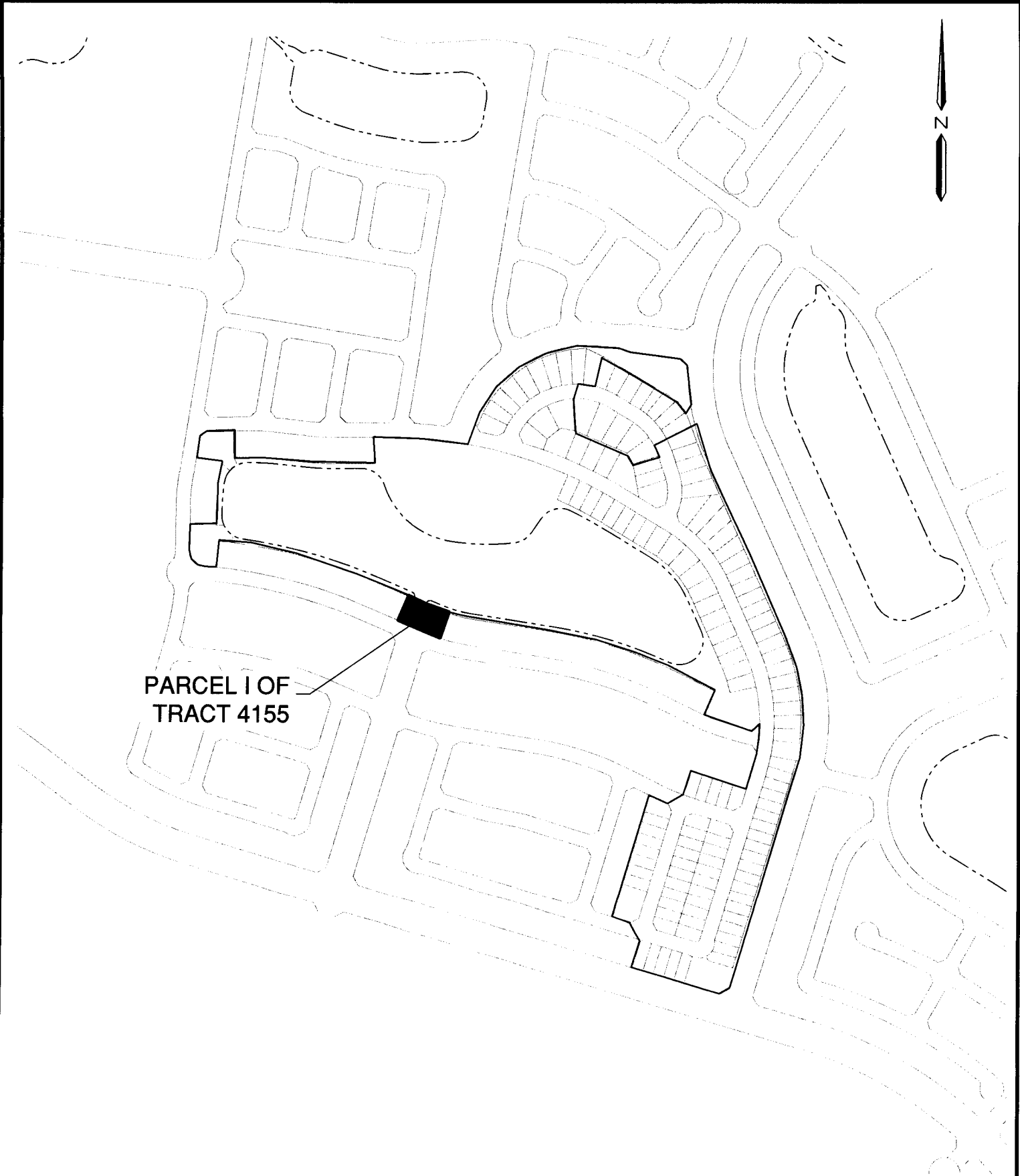
EXHIBIT A

Legal Description of Land

The land referred to is situated in City of Lathrop, County of San Joaquin, State of California, described as follows:

Parcel I as shown on the map entitled “Tract 4155, River Islands – Phase 2, West Village Unit 1,” filed for record on March 29, 2024, in Book 44 of Maps and Plats, at Page 87, San Joaquin County Records.

APN: 213-700-07

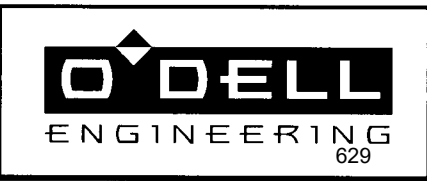


PARCEL I OF
TRACT 4155

EXHIBIT A

RIVER ISLANDS TRACT 4155 (DEL WEBB)		
PARCEL I QUITCLAIM		
SCALE:	NONE	DATE: 2024-8-12
JOB NO.:	25501	

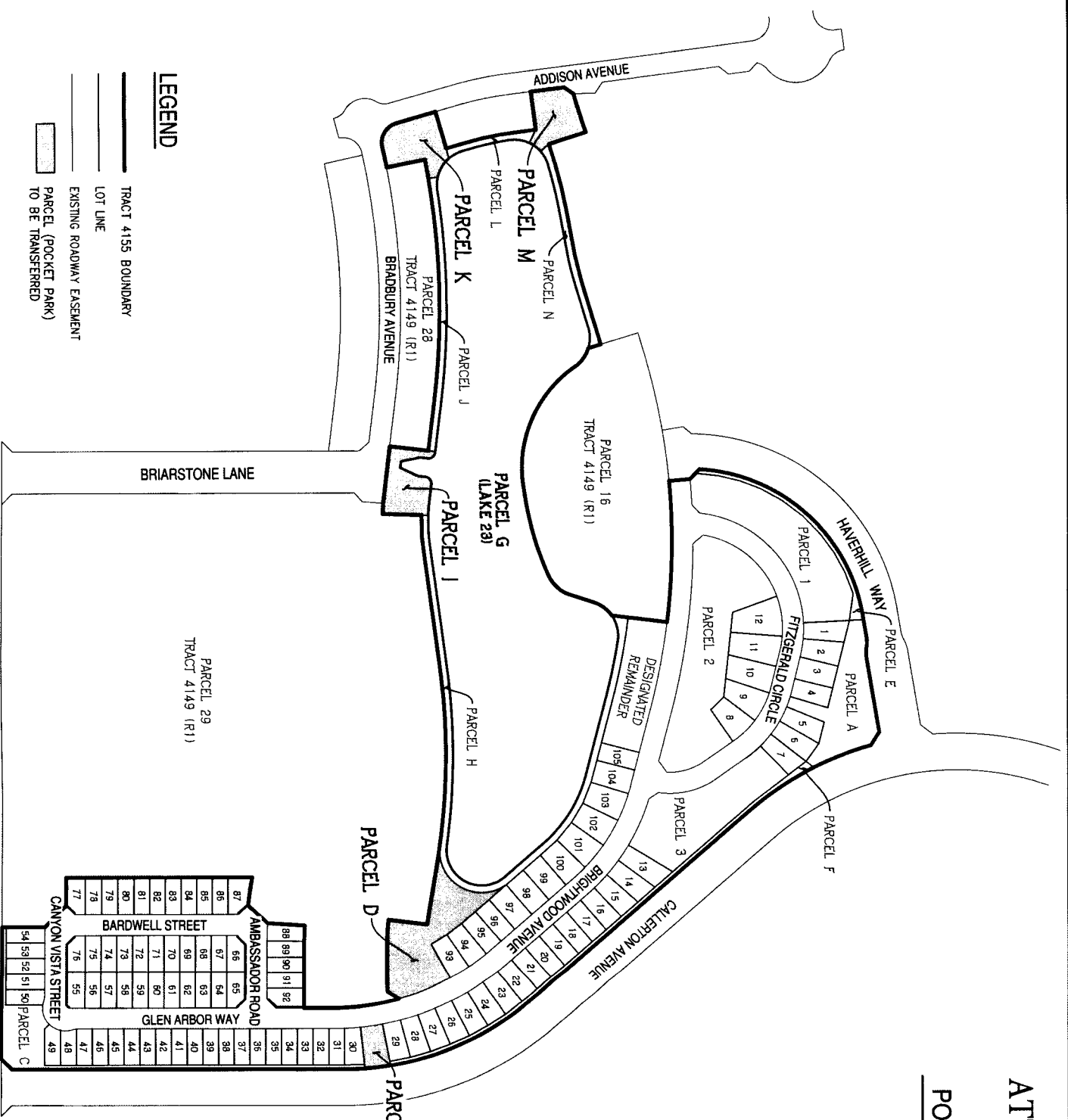
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OF
1



ATTACHMENT "D"
 TRACT 4155 UNIT 1
 POCKET PARK TRANSFER

AUGUST 2024

SCALE: 1" = 400'



- LEGEND**
- TRACT 4155 BOUNDARY
 - LOT LINE
 - EXISTING ROADWAY EASEMENT
 - ▭ PARCEL (POCKET PARK) TO BE TRANSFERRED

ITEM: **FISCAL YEAR (FY) 2023/24 YEAR-END BUDGET REPORT AND RELATED AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2024/25 BUDGET**

RECOMMENDATION: **Adopt Resolution to Approve the FY 2023/24 Year-End Report and Related Budget Amendments and Amend the FY 2024/25 Budget**

SUMMARY:

In June 2023, City Council adopted their Biennial Budget for fiscal years 2023/24 and 2024/25 by Resolution No. 23-5322. Staff has continued to present Council budget updates through the formal Mid-Year and Year-End reviews and budget amendments. At the end of Year 1 of the biennial budget, the General Fund unallocated fund balance at June 30, 2024 was estimated at \$8.0 million. Higher than projected property and sales tax collections combined with lower than budgeted expenditures due to operational efficiencies and salary savings from vacant positions have resulted in a General Fund surplus at the end of fiscal year (FY) 2023/24.

Staff recommends applying approximately \$10.3 million in FY 23/24 surplus funds to the following unfunded liabilities:

- Transfer \$5.0 million to the Street Repair Reserves
- Transfer \$1.3 million to the Sidewalk Repair Reserves
- Transfer \$4.0 million to the Corporation Yard Project Reserves

With the proposed uses of the fund balance unassigned reserves, the estimated General Fund balance at June 30, 2024 is \$8.1 million or 22% of actual operating expenditures. This balance combined with the \$1.85 million set aside in the Fiscal Stabilization reserves brings the General Fund reserves available for emergency to \$9.85 million or 27% of actual operating expenditures. The City's Fund Balance Reserve Policy Adopted via Council Resolution states that "The City Council will approve any fund balance between 10% and 50% of Adjusted Appropriations as part of the Annual Budget resolution", the estimated fund balance remains above the 25% recommended target.

BACKGROUND:

In June 2023, City Council adopted their Biennial Budget for fiscal years 2023/24 and 2024/25 by Resolution No. 23-5322. Staff has presented to Council updates on the budget during the Mid-Year and Year-End Budget reviews. At the end of Year 1 the projected (unaudited) General Fund Balance at June 30, 2024 was estimated at \$8.0 million. At year-end, revenues and expenditures are again reviewed and amendments are proposed as needed. After conducting a thorough review, the City received higher than expected property and sales tax collections combined with lower than projected expenditures due to operational efficiencies and salary savings from vacant positions resulted in a General Fund surplus at fiscal year-end.

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2023/24 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO FISCAL YEAR 2024/2025 BUDGET

Staff recommends applying approximately \$10.5 million in FY 23/24 surplus funds to designated unfunded liability accounts as identified in the General Fund Reserves/ Fund Balance Section below.

GF Reserves/ Fund Balance:

Staff recommends applying approximately \$10.3 million in FY 23/24 surplus funds to the following unfunded liabilities:

- Transfer \$5.0 million to the Street Repair Reserves to replace the funds used during FY 23/24. These funds are relied upon to maintain deteriorating City roadway infrastructure where no other funding source exists.
- Transfer \$1.3 million to the Sidewalk Repair Reserves to establish funds that can be used to maintain and repair the City's sidewalks. Repairs would include grinding down tripping hazards, replacing full sections of concrete and replacing curb ramps. The City's sidewalks encourage walking, promote community interaction and provide a dedicated space for pedestrians that is separated from vehicular traffic for safety and access for people with mobility issues. Numerous sections of sidewalk throughout the City are not in compliance with the Americans with Disabilities Act (ADA) standards and are in need of repair due to damage from tree roots, settlement or thermal expansion.
- Transfer \$4.0 million to the Corporation Yard Project Reserves to fund improvements in order to keep up with recent and planned growth and to comply with new regulatory requirements.

With the proposed uses of the fund balance unassigned reserves, the estimated General Fund balance at June 30, 2024 is \$8.1 million or 22% of actual operating expenditures. This balance combined with the \$1.85 million set aside in the Fiscal Stabilization reserves brings the General Fund reserves available for emergency to \$9.85 million or 27% of actual operating expenditures. The City's Fund Balance Reserve Policy Adopted via Council Resolution states that "The City Council will approve any fund balance between 10% and 50% of Adjusted Appropriations as part of the Annual Budget resolution", the estimated fund balance remains above the 25% recommended target.

Year-End Transfer Requests

As part of the Biennial Budget process approved by Council in June 2023, a mid-cycle review is conducted on the second year's programmed allocations (Year 1 or FY 2023/24). The Year-End Budget Report includes budget transfers reflecting transfers between funds to accommodate changes to Capital Improvement Projects (CIP's) revenues, expenses and staffing in the fiscal plan.

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2023/24 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO FISCAL YEAR 2024/2025 BUDGET
REASON FOR RECOMMENDATION:

The recommended FY 2023/24 budget amendments result from changes in estimates and activity through June 30, 2024, and are necessary in order for the City to meet auditing and budgetary requirements.

In addition, setting aside funds for Street Repair, Sidewalk Repair, and the Corporation Yard Project Reserves will allow the City to be proactive in its approach to these areas without affecting its operating structure and core services.

FISCAL IMPACTS:

The FY 2023/24 and FY 2024/25 budget amendments are as follows:

FISCAL YEAR 2023/24		
REVENUE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-19-10-313-03-00	\$59,006
Measure C – City Services	1060-19-10-361-01-00	270,265
Culture & Leisure CFF	2260-30-40-318-03-01	2,989,632
CFD 2013-1 – RI Services	2640-50-68-355-01-25	55,615
CFD 2013-1 – RI Services	2640-15-10-361-01-01	24,678
CFD 2013-1 – RI Services	2640-50-68-371-91-10	916,810
CFD 2019-2 – CLSP Services	2680-50-50-355-01-00	(669,117)
CIP GG2115 – Developers	2710-80-00-372-01-00	(124,431)
CIP GG2314 – CDBG	2650-11-30-333-01-00	22,129
CIP PK2002 – State Grant – Prop68	2160-80-00-331-05-00	52
CIP PS0606 – Developers	2710-80-00-372-01-00	1,226,726
CIP PS1204 – Developers	2710-80-00-372-01-00	1,211,300
CIP WW2017 – Developers	2710-80-00-372-01-00	975,005
CIP WW2224 – State Grant	2160-80-00-331-05-00	3,910
CIP RW2416 – Developers	2710-80-00-372-01-00	19,725
191801- Developer – CLSP LLC	4010-89-99-371-91-00	30,357
190201- Developer – Pacific Union	4100-89-99-371-91-00	1,824
190101- Developer – River Islands	4150-89-99-371-91-00	162,443
190801- Developer – TCN	4170-89-99-371-91-00	54,733
191001- Developer – Richland	4190-89-99-371-91-00	14,194
Revenue Total:		\$7,244,856
EXPENDITURE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C - LMFD	2010-19-20-425-16-00	\$30,850
Public Nuisance	2090-50-40-420-16-00	1,927
CFD 2013-1 – RI Services	2640-50-68-420-01-00	3,176
CFD 2013-1 – RI Services	2640-50-68-440-10-00	7,392
CFD 2013-1 – RI Services	2640-50-68-440-40-00	2,021

CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2023/24 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO FISCAL YEAR 2024/2025 BUDGET

Culture & Leisure CFF Fund – Reimb	2260-80-00-440-50-00	2,402,690
CIP GG2115 – Developers	3010-80-00-420-12-00	(124,431)
CIP GG2115 – General Fund	3010-80-00-420-12-00	24,204
CIP GG2314 – CDBG	3010-80-00-420-12-00	22,129
CIP PK2002 – State Grant – Prop68	3010-80-00-420-12-00	52
CIP PS0606 – Local Transp. CFF	3310-80-00-420-12-00	(207,303)
CIP PS0606 – Developers	3310-80-00-420-12-00	1,226,726
CIP PS1204 – Developers	3310-80-00-420-12-00	1,211,300
CIP PS2318 – LTF	3310-80-00-420-12-00	(449,234)
CIP PS2318 – LTF	3310-80-00-420-12-00	(550,766)
CIP PS2508 – LTF	3310-80-00-420-12-00	550,766
CIP PS2408 – LTF	3310-80-00-420-12-00	297
CIP PS2409 – Measure K	3310-80-00-420-12-00	4,981
CIP WW2017 – Developers	6090-80-00-420-12-00	975,005
CIP WW2224 – State Grant	6090-80-00-420-12-00	3,910
CIP RW2416 – Developers	6091-80-00-420-12-00	19,725
191001- Developer – CLSP LLC	4010-89-99-420-01-00	30,357
190201- Developer – Pacific Union	4100-89-99-420-90-00	1,824
190101- Developer – River Islands	4150-89-99-420-01-00	156,916
190801- Developer – TCN	4170-89-99-440-50-00	54,733
191001- Developer – Richland	4190-89-99-440-50-00	14,194
Expenditure Total:		\$5,413,441
TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – CFD 2023-1	1010-99-00-393-00-00	\$316,743
Measure C – LMFD	2010-99-00-393-00-00	23,602
CIP GG2115 – Developers	3010-99-00-393-00-00	(124,431)
CIP GG2115 – General Fund	3010-99-00-393-00-00	24,204
CIP GG2314 – CDBG	3010-99-00-393-00-00	22,129
CIP PK2002 – State Grant – Prop68	3010-99-00-393-00-00	52
CIP PS0606 – Local Transp. CFF	3310-99-00-393-00-00	(207,303)
CIP PS0606 – Developers	3310-99-00-393-00-00	1,226,726
CIP PS1204 – Developers	3310-99-00-393-00-00	1,211,300
CIP PS2318 – LTF	3310-99-00-393-00-00	(449,234)
CIP PS2408 – LTF	3310-99-00-393-00-00	297
CIP PS2409 – Measure K	3310-99-00-393-00-00	4,981
CIP WW2017 – Developers	6090-99-00-393-00-00	975,005
CIP WW2224 – State Grant	6090-99-00-393-00-00	3,910
CIP RW2416 – Developers	6091-99-00-393-00-00	19,725
Transfer In Total:		\$3,047,706

CITY MANAGER'S REPORT **PAGE 5**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2023/24 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO FISCAL YEAR 2024/2025 BUDGET

TRANSFER OUT – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
CFD 2023-1 – RI Services	2640-99-00-990-90-10	\$316,743
Measure C – City Services	1060-99-00-990-90-10	\$23,602
CIP GG2115 – Developers	2710-99-00-990-90-10	(124,431)
CIP GG2115 – General Fund	1010-99-00-990-90-10	24,204
CIP GG2314 – CDBG	2650-99-00-990-90-10	22,129
CIP PK2002 – State Grant – Prop68	2160-99-00-990-90-10	52
CIP PS0606 – Local Transp. CFF	2250-99-00-990-90-10	(207,303)
CIP PS0606 – Developers	2710-99-00-990-90-10	1,226,726
CIP PS1204 – Developers	2710-99-00-990-90-10	1,211,300
CIP PS2318 – Developers	2140-99-00-990-90-10	(449,234)
CIP PS2408 – Developers	2140-99-00-990-90-10	297
CIP PS2409 – Measure K	2110-99-00-990-90-10	4,981
CIP WW2017 – Developers	2710-99-00-990-90-10	975,005
CIP WW2224 – State Grant	2160-99-00-990-90-10	3,910
CIP RW2416 – Developers	2710-99-00-990-90-10	19,725
Transfer Out Total:		\$3,047,706
FUND BALANCE RESERVES – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – Street Repair	1010-251-03-00	\$5,000,000
General Fund – Sidewalk Repair	1010-251-03-01	1,300,000
General Fund – Corporation Yard	1010-251-10-00	4,000,000
Fund Balance Reserves Total:		\$10,300,000
FISCAL YEAR 2024/25		
REVENUE – BUDGET AMENDMENTS (YEAR 2)		
[Increase/(Decrease)]		
Source	GL Account	Amount
Park Maintenance Services -	1010-30-10-379-01-00	(\$210,000)
Public Works – Maintenance Service	1010-50-80-379-01-00	210,000
Park Maintenance Services – Bldg	1010-30-20-371-90-00	(36,132)
Public Works – Building Maint.	1010-50-70-379-01-00	36,132
State Grant – GF	2160-80-00-331-05-00	714,116
State Grant – GF	2160-80-00-331-05-00	32,633
State Grant – Building Safety & Ins	2160-80-00-331-05-00	40,000
CDBG	2650-11-30-333-01-02	5,214
CDBG – Scholarships	2700-30-01-333-01-02	5,846
CIP GG2502 – CDBG	2650-11-30-333-01-00	83,756
CIP PW2236 – State Grants	2160-80-00-331-05-00	(3,000,000)
CIP PW2236 – DWR Grants	2900-80-00-331-05-00	3,000,000
Capital Improvement Projects	Various	31,691,024
Revenue Total:		\$32,572,589

CITY MANAGER'S REPORT **PAGE 6**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2023/24 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO FISCAL YEAR 2024/2025 BUDGET

EXPENDITURE – BUDGET AMENDMENTS (YEAR 2)		
[Increase/(Decrease)]		
Source	GL Account	Amount
Community Development	1010-20-10-420-01-00	\$714,116
Community Development	1010-20-10-420-01-00	32,633
Park Maintenance – City Hall	1010-30-05-410-12-00	(22,176)
Park Maintenance – City Hall	Various	(396,465)
Police Services - Animal Center	1010-40-15-410-12-00	22,176
Public Works – City Hall	Various	396,465
Park Maintenance Services	Various	(1,543,673)
Public Works – Maintenance Service	Various	1,543,673
Parks Maint. Svcs – Building Maint.	Various	(407,725)
Public Works – Building Maint.	Various	407,725
Building Safety & Inspection	2015-50-30-430-37-00	20,000
Building Safety & Inspection	2015-50-30-435-20-00	20,000
CIP GG2502 – CDBG	3010-80-00-420-12-00	83,756
CIP PS0606 – Local Trans. CFF	3310-80-00-420-12-00	(500,000)
Capital Improvement Projects	Various	33,247,852
Expenditure Total:		\$33,618,357
TRANSFER IN – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – State Grant	1010-99-00-393-00-00	\$714,116
General Fund – State Grant	1010-99-00-393-00-00	91,357
General Fund – CDBG	1010-99-00-393-00-00	11,060
CIP GG25-02 – CDBG	3010-99-00-393-00-00	83,756
CIP PS0606 – Local Trans. CFF	3310-99-00-393-00-00	(500,000)
Transfer Ins	Various	(6,580)
Capital Improvement Projects	Various	\$34,638,880
Transfer In Total:		\$35,032,589
TRANSFER OUT – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
State Grant – GF	2160-99-00-990-90-10	\$714,116
State Grant – GF	2160-99-00-990-90-10	91,357
CDBG – General Fund	2650-99-00-990-9010	5,214
CDBG – Scholarships	2700-99-00-990-9010	5,846
CIP GG25-02 – CDBG	2650-99-00-990-90-10	83,756
CIP PS0606 – Local Trans. CFF	2250-99-00-990-90-10	(500,000)
CIP PW2236 – State Grant	2160-99-00-990-90-10	(3,000,000)
CIP PW2236 – DWR Grant	2900-99-00-990-90-10	3,000,000
Transfer Outs	Various	(6,580)
Capital Improvement Projects	Various	\$34,638,880
Transfer Out Total:		\$35,032,589

CITY MANAGER'S REPORT **PAGE 7**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2023/24 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO FISCAL YEAR 2024/2025 BUDGET

All proposed FY 2023/24 expenditure adjustments have an offsetting revenue stream; therefore, there is no impact to the projected ending fund balance.

ATTACHMENTS:

- A. Resolution Approving the Fiscal Year 2023/24 Year-End Budget Report and Related Amendments and Amending the FY 2024/25 Budget.

CITY MANAGER'S REPORT **PAGE 8**
SEPTEMBER 9, 2024 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2023/24 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS AND AMENDMENTS TO FISCAL YEAR 2024/25 BUDGET

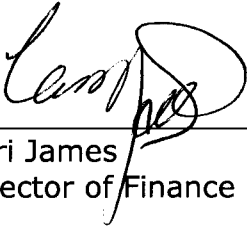
APPROVALS:



Sandra Frias
Senior Management Analyst

9/4/24


Date



Cari James
Director of Finance

9/4/2024

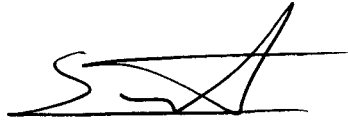
Date



Thomas Hedegard
Deputy City Manager

9/4/2024

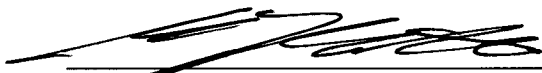
Date



Salvador Navarrete
City Attorney

9-4-2024

Date



Stephen Salvatore
City Manager

9.4.24

Date

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
TO APPROVE THE FISCAL YEAR 2023/24 YEAR-END BUDGET REPORT AND
RELATED AMENDMENTS AND AMEND TO THE FISCAL YEAR 2024/25
BUDGET**

WHEREAS, the City Council of the City of Lathrop adopted the 2023/24 and 2024/25 Expenditure Budget on June 14, 2023 by Resolution No. 23-5322; and

WHEREAS, the City Council of the City of Lathrop has amended the 2023/24 Fiscal Year Expenditure Budget in subsequent actions during the fiscal year; and

WHEREAS, City Staff have proposed amendments to revenues and expenditures to more accurately project estimates for activity in the General Fund and certain other funds; and

WHEREAS, at the end of Year 1 of the biennial budget, the General Fund unallocated fund balance at June 30, 2024 was estimated to be \$8.1 million; and

WHEREAS, higher than projected property and sales tax collections combined with lower than budgeted expenditures due to operational efficiencies and salary savings from vacant positions have resulted in a General Fund surplus at the end of fiscal year 2023/24.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby approve the year-end budget/ position control amendments to the Fiscal Year 2023/24 and 2024/25 Operating Budget as shown below and provided in the City Manager’s Report;

FISCAL YEAR 2023/24		
REVENUE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-19-10-313-03-00	\$59,006
Measure C – City Services	1060-19-10-361-01-00	270,265
Culture & Leisure CFF	2260-30-40-318-03-01	2,989,632
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CIP GG2115 – Developers	2710-80-00-372-01-00	(124,431)
CIP GG2314 – CDBG	2650-11-30-333-01-00	22,129
CIP PK2002 – State Grant – Prop68	2160-80-00-331-05-00	52
CIP PS0606 – Developers	2710-80-00-372-01-00	1,226,726
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CIP WW2017 – Developers	2710-80-00-372-01-00	975,005
CIP WW2224 – State Grant	2160-80-00-331-05-00	3,910
CIP RW2416 – Developers	2710-80-00-372-01-00	19,725
191801- Developer – CLSP LLC	4010-89-99-371-91-00	30,357
190201- Developer – Pacific Union	4100-89-99-371-91-00	1,824
190101- Developer – River Islands	4150-89-99-371-91-00	162,443
190801- Developer – TCN	4170-89-99-371-91-00	54,733
191001- Developer – Richland	4190-89-99-371-91-00	14,194
Revenue Total:		\$7,244,856
EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C - LMFD	2010-19-20-425-16-00	\$30,850
Public Nuisance	2090-50-40-420-16-00	1,927
CFD 2013-1 – RI Services	2640-50-68-420-01-00	3,176
CFD 2013-1 – RI Services	2640-50-68-440-10-00	7,392
CFD 2013-1 – RI Services	2640-50-68-440-40-00	2,021
Culture & Leisure CFF Fund – Reimb	2260-80-00-440-50-00	2,402,690
CIP GG2115 – Developers	3010-80-00-420-12-00	(124,431)
CIP GG2115 – General Fund	3010-80-00-420-12-00	24,204
CIP GG2314 – CDBG	3010-80-00-420-12-00	22,129
CIP PK2002 – State Grant – Prop68	3010-80-00-420-12-00	52
CIP PS0606 – Local Transp. CFF	3310-80-00-420-12-00	(207,303)
CIP PS0606 – Developers	3310-80-00-420-12-00	1,226,726
CIP PS1204 – Developers	3310-80-00-420-12-00	1,211,300
CIP PS2318 – LTF	3310-80-00-420-12-00	(449,234)
CIP PS2318 – LTF	3310-80-00-420-12-00	(550,766)
CIP PS2508 – LTF	3310-80-00-420-12-00	550,766
CIP PS2408 – LTF	3310-80-00-420-12-00	297
CIP PS2409 – Measure K	3310-80-00-420-12-00	4,981
CIP WW2017 – Developers	6090-80-00-420-12-00	975,005
CIP WW2224 – State Grant	6090-80-00-420-12-00	3,910
CIP RW2416 – Developers	6091-80-00-420-12-00	19,725
191001- Developer – CLSP LLC	4010-89-99-420-01-00	30,357
190201- Developer – Pacific Union	4100-89-99-420-90-00	1,824
190101- Developer – River Islands	4150-89-99-420-01-00	156,916
190801- Developer – TCN	4170-89-99-440-50-00	54,733
191001- Developer – Richland	4190-89-99-440-50-00	14,194
Expenditure Total:		\$5,413,441
TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – CFD 2023-1	1010-99-00-393-00-00	\$316,743
Measure C – LMFD	2010-99-00-393-00-00	23,602
CIP GG2115 – Developers	3010-99-00-393-00-00	(124,431)
CIP GG2115 – General Fund	3010-99-00-393-00-00	24,204

CIP GG2314 – CDBG	3010-99-00-393-00-00	22,129
CIP PK2002 – State Grant – Prop68	3010-99-00-393-00-00	52
CIP PS0606 – Local Transp. CFF	3310-99-00-393-00-00	(207,303)
CIP PS0606 – Developers	3310-99-00-393-00-00	1,226,726
CIP PS1204 – Developers	3310-99-00-393-00-00	1,211,300
CIP PS2318 – LTF	3310-99-00-393-00-00	(449,234)
CIP PS2408 – LTF	3310-99-00-393-00-00	297
CIP PS2409 – Measure K	3310-99-00-393-00-00	4,981
CIP WW2017 – Developers	6090-99-00-393-00-00	975,005
CIP WW2224 – State Grant	6090-99-00-393-00-00	3,910
CIP RW2416 – Developers	6091-99-00-393-00-00	19,725
Transfer In Total:		\$3,047,706

TRANSFER OUT – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
CFD 2023-1 – RI Services	2640-99-00-990-90-10	\$316,743
Measure C – City Services	1060-99-00-990-90-10	\$23,602
CIP GG2115 – Developers	2710-99-00-990-90-10	(124,431)
CIP GG2115 – General Fund	1010-99-00-990-90-10	24,204
CIP GG2314 – CDBG	2650-99-00-990-90-10	22,129
CIP PK2002 – State Grant – Prop68	2160-99-00-990-90-10	52
CIP PS0606 – Local Transp. CFF	2250-99-00-990-90-10	(207,303)
CIP PS0606 – Developers	2710-99-00-990-90-10	1,226,726
CIP PS1204 – Developers	2710-99-00-990-90-10	1,211,300
CIP PS2318 – Developers	2140-99-00-990-90-10	(449,234)
CIP PS2408 – Developers	2140-99-00-990-90-10	297
CIP PS2409 – Measure K	2110-99-00-990-90-10	4,981
CIP WW2017 – Developers	2710-99-00-990-90-10	975,005
CIP WW2224 – State Grant	2160-99-00-990-90-10	3,910
CIP RW2416 – Developers	2710-99-00-990-90-10	19,725
Transfer Out Total:		\$3,047,706
FUND BALANCE RESERVES – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – Street Repair	1010-251-03-00	\$5,000,000
General Fund – Sidewalk Repair	1010-251-03-01	1,300,000
General Fund – Corporation Yard	1010-251-10-00	4,000,000
Fund Balance Reserves Total:		\$10,300,000
FISCAL YEAR 2024/25		
REVENUE – BUDGET AMENDMENTS (YEAR 2)		
[Increase/(Decrease)]		
Source	GL Account	Amount
Park Maintenance Services -	1010-30-10-379-01-00	(\$210,000)
Public Works – Maintenance Service	1010-50-80-379-01-00	210,000

Park Maintenance Services – Bldg	1010-30-20-371-90-00	(36,132)
Public Works – Building Maint.	1010-50-70-379-01-00	36,132
State Grant – GF	2160-80-00-331-05-00	714,116
State Grant – GF	2160-80-00-331-05-00	32,633
State Grant – Building Safety & Ins	2160-80-00-331-05-00	40,000
CDBG	2650-11-30-333-01-02	5,214
CDBG – Scholarships	2700-30-01-333-01-02	5,846
CIP GG2502 – CDBG	2650-11-30-333-01-00	83,756
CIP PW2236 – State Grants	2160-80-00-331-05-00	(3,000,000)
CIP PW2236 – DWR Grants	2900-80-00-331-05-00	3,000,000
Capital Improvement Projects	Various	31,691,024
Revenue Total:		\$32,572,589

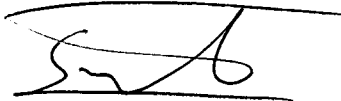
The foregoing resolution was passed and adopted this 9th day of September 2024, by the following vote of the City Council, to wit:

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

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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