CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, June 22, 2021 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

District 1	District 2	District 3	District 4	District 5
Rachel Nerio-Guerrero Council Member	Maribel Reynosa Vice Mayor	Armando Longoria Council Member	Kuldip Thusu Council Member	Linda Launer Mayor

All attendees are advised that electronic devices should be placed on silent upon entering the Council Chambers.
The City Council will take action on all items listed on the agenda.

1. OPENING CEREMONIES - 6:30 pm

1.1. Welcome and Call to Order

1.2. Invocation

1.3. Pledge of Allegiance

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54956.8.

3. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

4. NEW EMPLOYEES AND PROMOTIONS

4.1. Ruben Hernandez, Reserve Police Officer (DP)

4.2. Mariano Sanchez Ramirez, Reserve Police Officer (DP)

5. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

5.1. SUBJECT

Proclamation No. 2021-03 National Parks and Recreation Month, July 2021 (LB)

RECOMMENDATION

Council to approve a proclamation recognizing July as National Parks & Recreation Month.

5.2. SUBJECT

Appointment of the 2020 Census Advisory Committee (LB)

RECOMMENDATION

Council to appoint a Citizens Advisory Committee for the 2020 Census redistricting process.

5.3. SUBJECT

City Council Meeting Minutes (LB)

RECOMMENDATION

Council to review and approve City Council meeting minutes of June 8, 2021 as presented.

5.4. SUBJECT

Resolution No. 2021-33 Authorization to Execute a Memorandum of Understanding between the City of Dinuba and the Tulare County Regional Transit Agency (IH)

RECOMMENDATION

Council adopt Resolution No. 2021-33 approving a Memorandum of Understanding (MOU) between the City of Dinuba and the Tulare County Transit Agency (TCRTA) and authorizing the Mayor to execute the document on the City's behalf.

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register June 11 & 18, 2021 (LB)

RECOMMENDATION

Council to review and approve the warrant register as presented.

7. DEPARTMENT REPORTS

7.1. SUBJECT

Award Professional Services Agreement to RRM Design Group for Focused General Plan Update (IH)

RECOMMENDATION

Council award a professional services agreement with RRM Design Group for a Focused General Plan Update in the amount of $310,000 and authorize the City Manager or designee to execute the agreement.

8. MAYOR/COUNCIL REPORTS

9. CITY MANAGER COMMUNICATIONS

10. CITY STAFF COMMUNICATIONS

11. CLOSED SESSION

11.1. Conference with Labor Negotiators (KS)

Pursuant to GC Subdivision 54957.6; Agency designated representatives: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James
Employee Organizations: City Employees Association; Police Association; Fire Association; and Unrepresented Employees

12. ADJOURNMENT

This agenda was posted at least 72 hours prior to the regular meeting per GC Section 54954.2(a). A Citizens' Packet regarding this meeting is available at the City Clerk's Office located at City Hall, 405 East El Monte Way, Dinuba CA 93618.

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the meeting, please contact the City Clerk's Office at 559-591-5900. Please provide at least 48 hours notification prior to the meeting to allow staff to make reasonable arrangements. (28 CFR 35.102-35.104 ADA Title II)

City Council Staff Report

Department: POLICE SERVICES | June 22, 2021

To: Mayor and City Council

From: Devon Popovich, Chief of Police

Subject: Ruben Hernandez, Reserve Police Officer (DP)

RECOMMENDATION

Introduction, swearing-in ceremony for new Reserve Police Officer Ruben Hernandez.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None

DISCUSSION

None

FISCAL IMPACT

None

PUBLIC HEARING

None

City Council Staff Report

Department: POLICE SERVICES | June 22, 2021

To: Mayor and City Council

From: Devon Popovich, Chief of Police

Subject: Mariano Sanchez Ramirez, Reserve Police Officer (DP)

RECOMMENDATION

Introduction, swearing-in ceremony for new Reserve Police Officer Mariano Sanchez Ramirez.

EXECUTIVE SUMMARY

None

OUTSTANDING ISSUES

None

DISCUSSION

None

FISCAL IMPACT

None

PUBLIC HEARING

None

City Council Staff Report

Department: CITY MANAGER'S OFFICE June 22, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Proclamation No. 2021-03 National Parks and Recreation Month, July 2021 (LB)

RECOMMENDATION

Council to approve a proclamation recognizing July as National Parks & Recreation Month.

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING

ATTACHMENTS:

Proclamation 2021-03 July 2021 Parks & Recreation Month

PROCLAMATION NO. 2021-03

CITY OF DINUBA

"Together , A Better Community"

JULY 2021 PARK AND RECREATION MONTH

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Dinuba, California; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Dinuba recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Linda Launer, Mayor of the City of Dinuba, do hereby proclaim that July is hereby designated as Park and Recreation Month.

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 22nd day of June twenty-twenty-one.

_____
Linda Launer, Mayor

Attest:

_____
Linda Barkley, City Clerk

City Council Staff Report

Department: CITY MANAGER'S OFFICE June 22, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Appointment of the 2020 Census Advisory Committee (LB)

RECOMMENDATION

Council to appoint a Citizens Advisory Committee for the 2020 Census redistricting process.

EXECUTIVE SUMMARY

The City Council must appoint the 2020 Census Advisory Committee to assist with the redistricting of Council districts and to conduct the decennial Charter review. The Planning Commission agreed to serve as the Advisory Committee should the Council wish to appoint them.

OUTSTANDING ISSUES

None.

DISCUSSION

On May 25, 2021, the City Council received a report concerning the 2020 Census and redistricting process. At the time, Council was informed that an advisory committee needs to be appointed to assist with redistricting efforts as a result of the Census data, and to conduct a decennial review of the City's Charter.

Staff advised that the Council may want to consider appointing the Planning Commission to the role of 2020 Census Advisory Committee as the Commission is representative of each Council district. The Council directed staff to poll the Planning Commission to see if the Commissioners would consider serving as the advisory committee. Staff asked the Planning Commission at their regular meeting on June 1, 2021 and the Commission was amenable to the appointment.

Once appointed, the advisory committee can begin working with the demographer in order to adhere to the redistricting timeline as shown in Table 1 below.

Table 1 – 2020 US Census Redistricting Table	
May 11, 2021	City Council to review census timeline and process (completed)
June 8, 2021	City Council to appoint Citizen Advisory Committee members
July – Sept 2021	Initial pre-draft map hearing(s) held
Oct 2021 – Jan 2022	Census data received & processed; draft maps prepared, considered and revise maps accordingly
Jan – April 2022	Final map revisions made and final map adopted by April 17, 2022

Staff recommends that the Council appoint the Planning Commission as the 2020 Census Advisory Committee. However, the City Council may also choose to appoint an advisory committee with a representative from each Council district.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

City Council Staff Report

Department: CITY MANAGER'S OFFICE June 22, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: City Council Meeting Minutes (LB)

RECOMMENDATION

Council to review and approve City Council meeting minutes of June 8, 2021 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, June 8, 2021

CITY COUNCIL
REGULAR MEETING AGENDA

June 8, 2021
MINUTES

COUNCIL MEMBERS PRESENT:

Thusu, Reynosa, Launer, Longoria, Nerio-Guerrero

COUNCIL MEMBERS ABSENT:

None

STAFF MEMBERS PRESENT:

Barkley, Cisneros, James, Patlan, Popovich, Solis, Webster, Yanez

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Mayor Launer called the meeting to order at 6:30 pm.

1.2. Invocation

The invocation was led by Chaplain Susee.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Tulare County Supervisor Valero.

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54956.8.

None.

3. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

None

4. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

4.1. SUBJECT

City Council Meeting Minutes (LB)

RECOMMENDATION

Council to review and approve meeting minutes of May 11, 2021 as presented.

4.2. SUBJECT

Request for Sponsorship Leadership Northern Tulare County Freedom Fest Event, July 2, 2021 (LB)

RECOMMENDATION

Council to approve a request for sponsorship from the 2021 Leadership Northern Tulare County Class in the amount of $2,000, for the first annual Freedom Fest to be held Friday, July 2, 2021.

Item 4.2. was pulled for discussion. Rafael Alejandrez was present with the members of the 2021 LNTC class to give the council a brief explanation of the request before the council. He explained that the cost of the presale tickets are $20 and are available from class members and the Chamber of Commerce; tickets are $25 at the door. Alejandrez explained what the Freedom Fest activities will entail.
A motion was made by Council Member Longoria, second by Council Member Nerio-Guerrero, to approve the consent calendar as presented.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register May 28; June 4, 2021 (KS)

RECOMMENDATION

Council to review and approve the warrant register as presented.

A motion was made by Council Member Thusu, second by Council Member Nerio-Guerrero, to approve the warrant register as presented.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

6. PUBLIC HEARING

6.1. SUBJECT

Resolution No. 2021-28 Ordering the annual levy of Landscape and Lighting districts annual assessments for fiscal year 2021/22; and Resolution No. 2021-29 approving certification compliance and hold harmless statement (KS)

RECOMMENDATION

Council conduct a public hearing to receive public testimony, close the public hearing, and take the following action by one motion:

1. Adopt Resolution No. 2021-28 ordering the levy and collection of assessments within the City's Landscaping and Lighting Assessment Districts for Fiscal Year 2021/22, and

2. Adopt Resolution No. 2021-29 approving the Compliance Certification and Hold Harmless Statement form regarding the levy and collection of assessments within the City's landscaping and lighting assessment districts for fiscal year 2021/22.

Administrative Services Director Solis presented Kristin Harvey, NBS consultant for Landscaping and Lighting, who was present via Zoom. Harvey explained NBS has worked with the city for the last few years handling the administrative service for the Landscaping and Lighting process. Harvey noted the purpose for the hearing is to allow property owners to voice their concerns about assessment rates. She noted that all rates being charged are less or equal to rates that have already been escalated.

Council Member Thusu asked how levies are calculated during forecasting and he used the Viscaya area as an example.

Harvey said they look at the cost each year and consider the number of homes developed and the cost is spread amongst the homes in a particular neighborhood.

Mayor Launer opened the hearing for comment, No comments from the public were brought forward. Mayor Launer closed the hearing.

A motion was made by Council Member Thusu, second by Council Member Longoria, to adopt Resolution No. 2021-28 ordering the levy and collection of assessments within the City's Landscaping and Lighting Assessment Districts for Fiscal Year 2021/22; and, to adopt Resolution 2021-29 approving the Compliance Certification and Hold Harmless Statement form regarding the levy and collection of assessments within the City's landscaping and lighting assessment districts for fiscal year 2021/22.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

6.2. SUBJECT

Resolution No. 2021-30 Adopting FY 2021/22 Operating Budget and Capital Improvement Program; and Resolution 2021-31 Adopting the FY 2021/22 GANN Appropriations Limit (KS)

RECOMMENDATION

Council to conduct a public hearing and take the following actions by separate motions:

1 . Adopt Resolution No. 2021-30 approving the Fiscal Year 2021/22 Operating Budget and Capital Improvement Program; and,

2. Adopt Resolution No. 2021-31 establishing the Appropriations (GANN) Limit for Fiscal Year 2021/22

Administrative Services Director Solis presented the final segment of the budget presentation for FY 2021/2022 for consideration.

Council Member Longoria asked when El Monte Way along Vuich Park will be widened.

City Manager Patlan noted that the phase is the next one on El Monte Way but because of the cost, the city has delayed the project and looked at other options. Staff is looking at a Raise fund in order to fund major infrastructure projects. He noted the Fresno Fulton Mall was awarded under the same type of grant. Patlan noted that much right-of-way needs to be acquired and a design must be completed before the project can begin.

Council Member Thusu said he is pleased with the budget. The reserves are in great shape and he noted this does not include the Cares Act funds. He noted that the capital improvements will increase the quality of life of our citizens. He thanked staff for their diligence and noted that even during tough times staff did a great job. Council Member Thusu noted Senator Glazier's measure passed on the senate floor so we will have to be aware of the legislation that may try to take our big box sales tax.

City Manager Patlan thanked the Council for their guidance and for letting staff do their jobs. He thanked the Council for their support and thanked the department directors for being supportive of the community. He also thanked Director Solis for her great work on the budget.

Mayor Launer opened the hearing. No comments from the public were brought forward.

A motion was made by Council Member Thusu, second by Vice Mayor Reynosa, to adopt Resolution No. 2021-30 approving the Fiscal Year 2021/22 Operating Budget and Capital Improvement Program.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

Administrative Services Director requested the Mayor open the hearing for public comment concerning the GANN limit.

Mayor Launer opened the hearing but no comments from the public were brought forward.

A motion was made by Council Member Thusu, second by Vice Mayor Reynosa, to adopt Resolution No. 2021-31 establishing the Appropriations (GANN) Limit for Fiscal Year 2021/22.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

7. DEPARTMENT REPORTS

7.1. SUBJECT

Appointment of the 2020 Census Advisory Committee (LB)

RECOMMENDATION

Council to appoint a Citizens Advisory Committee for the 2020 Census redistricting process.

City Clerk Barkley presented the request to appoint the Planning Commission as the 2020 Census Advisory Committee.

7.2. SUBJECT

Resolution 2021-32 Adoption of Landscape Design Guidelines (DJ)

RECOMMENDATION

Council adopt Resolution No. 2021-32 approving Landscape Design Guidelines.

Assistant City Manager James presented the landscape Design Guidelines for the Council's consideration. He noted the goals were to improve landscaping citywide, develop a consistent theme for developments to unify landscaping, make a development process for developers and landscapers. He also shared the elements are the general guidelines, planting, irrigation, plant selection, and maintenance.

A motion was made by Council Member Longoria, second by Vice Mayor Reynosa, to adopt Resolution No. 2021-32 approving Landscape Design Guidelines.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa, Thusu

8. MAYOR/COUNCIL REPORTS

Nerio-Guerrero attended a Memorial Day event at Dinuba Memorial Hall and she attended the ribbon-cutting event at Centennial Park for the new shade structure over the playground.

Vice Mayor Reynosa attended ribbon-cutting at Centennial Park and the Friday Night Lights event last week.

Council member Thusu said he attended the Revenue and Taxation Policy Committee meeting. He said that staff should engage Townsend and clear the narrative regarding sales tax. He noted that the board had a huge discussion in regard to the subject. He noted that "do no harm " should be the narrative. He attended the Tulare County Regional Transit Committee meeting where fares were discussed.

Mayor Launer attended the Veterans Memorial event and the Friday Night Lights event. She noted that staff worked so hard during the event. She said she had the privilege of attending several graduations and speaking to the students.

9. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported that the Good Morning Dinuba meeting will be held tomorrow morning. The Dinuba Police Department will be helping on Monday with the Special Olympics run. Patlan reported he will meet next week with Tulare County EDC where the governor's appointee will be present. Patlan shared he will be out of office tomorrow.

10. CITY STAFF COMMUNICATIONS

Administrative Services Director Solis thanked the mayor for the commencement speech at the high school last week.

Assistant City Manager James thanked council for attending the ribbon-cutting at Centennial Park.

Attorney Yanez reported he is working on ordinances with city staff.

Chief Popovich said he will be presenting two new hires at the next council meeting. Popovich shared that the last leg of special Olympics torch run will be held in Dinuba next week.

Chief Webster reported the Fire Department is doing well, there are three candidates for firefighter paramedics and final interviews are this week.

Cynthia Cisneros reported that soccer registration opened last week, the aquatics and summer fun programs opened this week.

11. CLOSED SESSION

11.1. Conference with Labor Negotiators (KS)

Pursuant to GC Subdivision 54957.6; Agency designated representatives: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James
Employee Organizations: City Employees Association; Police Association; and unrepresented employees

No action was reported.

12. ADJOURNMENT

Mayor Launer adjourned the meeting at 9:30 pm.

City Council Staff Report

Department: PUBLIC WORKS | June 22, 2021

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2021-33 Authorization to Execute a Memorandum of Understanding between the City of Dinuba and the Tulare County Regional Transit Agency (IH)

RECOMMENDATION

Council adopt Resolution No. 2021-33 approving a Memorandum of Understanding (MOU) between the City of Dinuba and the Tulare County Transit Agency (TCRTA) and authorizing the Mayor to execute the document on the City's behalf.

EXECUTIVE SUMMARY

On September 9, 2020 the City of Dinuba agreed to join the Tulare County Regional Transit Agency Joint Powers Authority in order to streamline transit operations County-wide. The newly formed JPA Board has been diligently working on implementation and transition of the transit agency. In order to continue formalization of the JPA, a Memorandum of Understanding (MOU) has been prepared by TCRTA for all members agencies to review and execute. The MOU will allow the TCRTA to begin operations in Dinuba on July 1, 2021.

OUTSTANDING ISSUES

None.

DISCUSSION

Over the years it has become increasingly clear that for many jurisdictions transit operations in their current form have become unworkable. Transit ridership has been decreasing throughout the country and the cost to operate a traditional transit model is difficult to sustain. Dinuba staff evaluates operations on an on-going basis and

makes improvements when warranted. The last modification approved by the City Council became effective in January 2020 and included increasing headways, merging the free trolley route to the other existing routes, and reducing Saturday evening hours. These changes were necessary to moderate expenses and make operations more efficient.

Despite these efforts, transit costs continue to climb and mandated performance measures are more and more difficult to meet. Given this reality the Tulare County transit providers, under the leadership of the Tulare County Association of Governments, determined it would be best to join forces under a County-wide transit agency. This strategy would stabilize costs and would centralize administrative functions currently performed independently by each transit agency. This collaboration resulted in the creation of the Tulare County Regional Transit Agency (TCRTA).

On September 8, 2020 with Resolution Number 2020-39 the City Council of the City of Dinuba approved joining the TCRTA with the execution of a Joint Powers Agreement. Since that time, Dinuba Staff has been working closely with TCRTA staff to arrive at an agreement regarding the terms of the transition of services. The specifics of the agreement are outlined in a Memorandum of Understanding (MOU) prepared by TCRTA. City Staff and the City Attorney have reviewed and approved the content of the MOU. A copy of the MOU is enclosed as Attachment 'A. Below are some of the MOU highlights:

- The TCRTA will assume the City's contract with MV Transportation
- MV Transportation Staff will continue to operate from the Dinuba Transit Center and TCRTA will make lease payments to the City for use of this office space.
- All administrative functions associated with operating a transit system will be performed by TCRTA staff.
- All buses and transit capital (excluding the Dinuba Transit Center) will be transferred to TCRTA
- TCRTA buses will continue to fuel at the City's CNG facility and the City will bill TCRTA for usage.
- TCRTA buses operating in Dinuba will continue to be maintained by City mechanics. The City will bill TCRTA for time and materials.

The intent is for the TCRTA's to begin operating the Dinuba transit system on July 1, 2021. Approval of the MOU included herein will facilitate meeting this goal. Staff hereby recommends the the City Council adopt Resolution No. 2021-33 approving the MOU between the City of Dinuba and the Tulare County Regional Transit System (TCRTA) and authorizing the Mayor to execute this MOU on the City's behalf. A copy of the Resolution in enclosed as Attachment 'B'.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

PUBLIC HEARING

None.

ATTACHMENTS:

A. TCRTA MOU
B. Resolution Number 2021-33

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DINUBA AND THE
TULARE COUNTY REGIONAL TRANSIT AGENCY
FOR PUBLIC TRANSPORTATION SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated this _____ day of _____, 2021 and made between the **CITY OF DINUBA** ("DINUBA") and the **TULARE COUNTY REGIONAL TRANSIT AGENCY** ("TCRTA"). DINUBA and TCRTA shall be referred to in this MOU together as Parties.

WITNESSETH

WHEREAS, The Joint Powers Agreement, dated August 11, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a "Party" or "Member Agency") hereafter called "TCRTA;" and

WHEREAS, the purpose of the formation and operation of TCRTA is to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies; and

WHEREAS, TCRTA shall have all powers necessary to carry out the purpose of this Agreement; and

WHEREAS, TCRTA shall work with Member Agencies to assume service agreements for services necessary for the operation of TCRTA within its service area; and

WHEREAS, DINUBA wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

WHEREAS, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from DINUBA in accordance with this MOU and applicable law;

NOW, THEREFORE, DINUBA and TCRTA agree as follows:

STIPULATIONS

I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY DINUBA

A. For the project (Project) covered by this MOU, DINUBA hereby assigns, and TCRTA hereby assumes, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer the public transportation system. This assignment applies only to projects for which TCRTA is the recipient of federal, state, and local transit-specific funding or is the project sponsor or co-sponsor for a project requiring approval by the California Department of Transportation (Caltrans) or Federal Transit Administration (FTA).

B. This assignment pertains only to the designated activities described in this Stipulation I (B).

1. The assignment includes the following:

    a. Activities listed in the Joint Power Agreement identified in **Appendix A**; and

    b. Activities listed in the Service Agreement between DINUBA and MV Transportation, Inc. commencing on February 1, 2020, and remain in force and effect through December 31, 2024. Service Agreement identified in **Appendix B**; and

    c. Activities listed in the Transit Center Lease Agreement between DINUBA and MV Transportation, Inc. commencing on February 1, 2020, and remain in force and effect through December 31, 2024. Transit Center Lease Agreement identified in **Appendix C**; and

    d. DINUBA shall maintain transit vehicles and bill TCRTA on a monthly basis for maintenance expenses; and

    e. DINUBA shall provide compressed natural gas (CNG) required to operate transit vehicles and bill TCRTA on a monthly basis for fuel expenses.

C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to DINUBA and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of DINUBA described in Stipulation I (B) of this MOU, including any necessary approval actions. TDA funds not used to fund the local transit services, excluding any unmet transit needs reasonable to meet will be transferred to DINUBA.

II. ACTIONS, CONDITIONS, OR DETERMINATIONS THAT EXCLUDE DESIGNATED ACTIVITIES FORM ASSIGNMENT OF RESPONSIBILITIES

A. Notwithstanding any other provision of this MOU, any activity that does not satisfy the criteria for public transportation services described in Stipulation I (B) is excluded from this assignment.

B. Because TCRTA assumes responsibility for public transportation services designated in this MOU, DINUBA no longer will be responsible for audits or reporting relating to public transportation services described in Stipulation I (B).

III. TRANSFER OF ASSETS

Assets transferring from DINUBA to TCRTA shall be in accordance with the Federal Transit Administration Grant Management Requirements Circular 5010.1E:

"Any transfer of an asset that has an active federal interest (procured under an FTA Award), must be documented to demonstrate acceptance and the responsibility for continuing control of that asset over its useful life. Since FTA retains an interest in the asset, the recipient agency must document the transfer in a new Award or an Amendment. The balance of useful life should be referenced, and if the asset is rolling stock, an update to its fleet information in TrAMS and its fleet management/status plan is required. An Amendment is not required if the asset is transferred after its useful life as defined in the original Award used for the purchase of the asset, or if the Award is not active or closed. In this case, the recipient of the asset should document the transfer of the federally funded asset and attach the document to the recipient's profile in TrAMS. If the recipient is not a current federal recipient, the FTA regional office will provide assistance.

DINUBA assets transferring to TCRTA are identified in **Appendix D**.

IV. ANNUAL REPORT

After the final close of each accounting year for TCRTA, TCRTA will provide an Annual Report to DINUBA. The purpose of the Annual Report is to evaluate the performance and to calculate an annual contribution (TDA, State, Federal Funds) from each Party for the Project. The purpose of the Annual Report is to facilitate DINUBA's TDA claims for the next fiscal year.

TCRTA will provide answers and additional data, as reasonably necessary in response to questions from DINUBA regarding the Annual Report. TCRTA will respond to questions and request for clarifications up to sixty days after the release of the Annual Report.

The Annual Report shall clearly and accurately present the following, in sufficient detail for all PARTIES to understand the figures:

1. Audited financial from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the Project. In addition, the Annual Report will include operating data from the prior year. The Annual Report shall also include a comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.
2. Balance for the Project and per Party**.**
3. Monthly and annual operating data necessary to evaluate the operating performance measures established in this MOU, and any other data that is readily available to evaluate the effectiveness of the service.
4. Audited deferred revenue balances, and a comparison of budget and audited actual operating costs.
5. Vehicle status report that includes the following for each vehicle for the Project: date of manufacture, date placed into Project service, expected service life years, extended life years, planned date of replacement, life miles, vehicle age, mileage from previous (reporting) year, length of bus, fuel type used, and status (i.e. spare, active, contingency, to be decommissioned).
6. Annual projection to operate Project for the next fiscal year.
7. Surplus balances reflected in the Annual Report will be used for the capital reserve for future vehicle replacement and/or infrastructure improvements required to operate the Project. Surplus balances shall not exceed twenty percent (20%) of the annual operating budget.

Total and equal share of the operating deficit from the prior year, total and equal contribution from Parties, and the related variances. The Annual Report will also report the impact of operating deficit to the capital reserve to cover the operating costs. Operating deficit is when the net operating costs

exceed the annual operating contribution from the prior year. Capital contributions for vehicle replacements and infrastructure are held in reserve for future vehicle purchases and infrastructure needs to operate the Project.

TCRTA will prepare an annual projection for the next fiscal year and will provide to the Parties as part of the Annual Report. The annual projection will include the following for the next year and an additional two years: operating costs, fare revenues, other revenues, vehicle replacement and infrastructure costs required to operate the Project, and projected operating performance. The annual projected net operating costs will be equally divided to each Party as their contribution.

In the event TCRTA does not provide a complete Annual Report by February 1st every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section V below, for the prior year until such time as the Annual Report is complete, the Parties' questions are answered with sufficient supporting data, and the Working Group has discussed and voted upon contributions for the next year.

In the event that the Project incurred operating and/or capital deficits, the Parties will receive a detailed explanation and accounting within the Annual Report of such deficits from the prior fiscal year to reimburse the Project. Reserves will first be used to cover deficits from the prior fiscal year. The Annual Projection will include additional funds to cover future deficit plus the prior year deficit.

Prior year audited actuals will be used to set the baseline for the annual projection for the next fiscal year. The Parties agree to commit their contribution and direct annual payments to TCRTA to cover operating and capital expenditures up to 5% above the amount approved by the Working Group for the prior year, subject to approval of the Parties' respective governing bodies. Annual projection in excess of 5% will be reviewed, discussed, and subject to vote by the Working Group. In the event all Parties do not agree to increase the equal annual contribution more than 5%, then such annual contribution shall be limited to a maximum 5% increase as described above, and the Working Group will vote and decide upon reductions to capital expenditures or service (operating expenditures), or to use reserves to balance the projection with the agreed contributions. In event that the Working Group has not acted on the reductions to capital expenditures or operating expenditures within six months of

the Annual Projection, TCRTA will reduce expenditures equal to the deficit that is in excess of the 5% increase limit.

V. WORKING GROUP

A Working Group will be established consisting of staff representative of the following agencies:

- City of Dinuba
- Tulare County Regional Transit Agency (TCRTA)
- Tulare County Association of Governments (TCAG)

The Working Group may take any action by a vote of two (2) affirmative votes, with each agency receiving one vote, provided such action is consistent with the terms of this MOU.

The Working Group will assist in the development, modification, and evaluation of detailed service plans, routes, schedules, fares, budgets, costs and schedules of capital expenditures, performance measures, and other service details. TCRTA will inform the Working Group of awards of service contracts and extensions to existing service contracts within sixty (60) days after execution. The Working Group will meet a minimum of once a quarter to discuss the performance, decide upon modifications to the Project within the Working Group's approval authority, and make recommendations regarding other aspects of the Project.

VI. OPERATING PERFORMANCE MEASURES

The Working Group shall establish operating performance measures and their benchmarks to evaluate the effectiveness of the service. The operating performance measures are listed as follows:

- Farebox Recovery Ratio (10%)
- Operating Cost per Passenger
- Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Passengers per Vehicle Service Mile
- Passengers per Trip

- Net Operating and Capital Costs of Project per each Party

1. Modifications to the Operating Performance Measures will be made by the Working Group.
2. Operating Performance Measures and their benchmarks will be included in the Annual Report.

As required by the Federal Transit Administration, TCRTA, as the administrator of the service will collect and report financial (operating expenses) and non-financial (ridership data to the National Transit Database. TCRTA will track data for the Project separately.

In the event it becomes necessary to make changes to the Project before the Annual Report is ready with mutual agreement, then TCRTA will schedule meetings and provide necessary data to evaluate service and make changes.

VII. FEDERAL AND STATE REPORTING

TCRTA shall be responsible for collecting and reporting specific data to meet federal and state reporting requirements. Operational data will be primarily be used to meet National Transit Database (NTD) reporting requirements.

TCRTA shall also be responsible for collecting Contractor monthly and annual reports in complying with the FTA Alcohol and Drug Testing regulations, Safety and Security regulations, and Disadvantaged Business Enterprise (DBE).

VIII. MARKETING

Marketing activities, promotional materials, printed schedules, etc. will be developed by TCRTA. Marketing costs are included in the anticipated annual operating cost of the Project. All Parties to this MOU will work cooperatively to develop marketing strategies that maximize ridership and effectiveness of the service(s). The service will be promoted by all Parties. All Parties will post the service schedule and other information on their websites.

IX. RECORDS, AUDIT, AND REVIEW

TCRTA shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent transit operator, and where necessary shall require Contractor to keep such records, and shall maintain or require the maintenance of such records for at least five (5) years following the termination of this MOU. Such records shall include documents necessary to show compliance with "Operating Performance Measures." All accounting records shall be kept in accordance with generally accepted account principles. Any Party shall have the right to audit and review all such documents and records at any time during TCRTA's regular business hours upon reasonable notice.

X. TERM

This MOU shall continue in effect until superseded by a new agreement or cancelled by either party in accordance with the MOU.

XI. MOU AMENDMENTS

This MOU may be amended by the written agreement of both Parties. Amendments must be approved by both TCRTA and DINUBA.

XII. MOU TERMINATION

Either party, upon ninety (90) days' advance written notice to the other party, may withdraw its participation in this MOU.

XIII. INTEGRATION

This Agreement represents the entire and integrated Agreement between the Parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XIV. CALIFORNIA LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Agreement are performable in California.

XV. JURISDICTION

Jurisdiction and venue of all lawsuits over the terms of this Agreement shall be in the superior court of Tulare County, State of California.

XVI. WARRANTY OF AUTHORITY

Each person signing this Agreement on behalf of a Party warrants that he or she has authority to do so.

XVII. WAIVERS

The waiver by any Party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law. Failure to enforce with respect to a default shall not be construed as a waiver.

XVIII. SEVERABILITY

The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

XIX. INDEMNIFICATION

TCRTA hereby agrees to indemnify and hold DINUBA and their officers, agents, employees and assigns, harmless form any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or

control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises form or is caused by the negligence or willful misconduct of DINUBA arising from its operations other than as directly or indirectly connected with the provision of transit services to the public.

DINUBA hereby agrees to indemnify and hold TCRTA and their officers, agents, employees and assigns, harmless form any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises form or is caused by the negligence or willful misconduct of DINUBA.

XX. POINTS OF CONTACT

All notices referenced in this Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the Parties may from time to time designate in writing:

City of Dinuba
City Manager
405 E. El Monte Way
Dinuba, CA 93618

Tulare County Regional Transit Agency
Executive Director
210 N. Church St., Suite B
Visalia, CA 93291

XXI. COUNTERPART SIGNATURES

THE PARTIES agree that this Agreement may be signed in counterparts and shall become effective when fully executed by all **PARTIES.**

CITY OF DINUBA	**TULARE COUNTY REGIONAL TRANSIT AGENCY**
_____	_____
Mayor	TCRTA, Chair
_____	_____
Date	Date
ATTEST:	ATTEST:
By: _____	By: _____
City Clerk	Executive Director
Approved as to Form:	Approved as to Form:
By: _____	By: _____
City Attorney	County Counsel

Appendix A

JPA AGREEMENT

TULARE COUNTY REGIONAL TRANSIT AGENCY
JOINT POWERS AGREEMENT

The Joint Powers Agreement ("Agreement"), dated this 11th day of August, 2020, by and among the County of Tulare and the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a "Party" or "Member Agency" and together, the "Parties" or "Member Agencies" to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

Article I
General Provisions

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called "Tulare County Regional Transit Agency" or "Transit Agency," with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be "Tulare County Regional Transit Agency." Agencies eligible to enter into this Agreement include the County of Tulare and all incorporated cities within Tulare County. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency's Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

a. To operate a public transportation system to service the incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.
b. To acquire, hold, and dispose of real and personal property.
c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.

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d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
f. To sue and be sued in its own name.
g. To make and enter into contracts for services.
h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
k. To purchase insurance.
l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
m. To adopt local debt policies pursuant to California Government Code section 8855.
n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II
Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

The following shall sit as non-voting, *ex-officio* members of the Board:

a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director); and
b. The Calvans Executive Director or his/her designee.

Section 2: Officers

a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.

b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.

d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.

e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein. the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director., upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.

f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.

g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
g. To provide regular performance updates to the Board.
h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
i. To establish and maintain fare collection and deposit services.
j. To organize and operate an ongoing transit marketing program, including special promotions.
k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.

n. To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.
o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

a. Approval of the Budget.
b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency's existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that

such action is not inconsistent with either the applicable law or this Agreement. The Executive Director shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, "Sources of Funds" of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, " Withdrawal and Readmission of Member Agencies" of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, "Source of Funds" of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

Article III
Financial and Service Level Provisions

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
b. Whether there is sufficient funding available to implement the proposed service change.
c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not required for the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

Article IV
Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
    (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
    (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.
    (3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.

c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
   (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
   (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
   (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
   (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
   (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed
d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.
e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt,

liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: Dispute Resolution Procedures

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.

b. **Voluntary Resolution, Meet and Confer Obligation.** In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:

(1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the original

notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.

(2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.

(3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.

(4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.

c. **Mediation**. In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

(1) The mediation shall be held at a mutually agreeable location within Tulare County, California.

(2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant

fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

(3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.

(4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.

(5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.

(6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.

(7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.

(8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.

d. **Litigation**. Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.

e. **Expedited Procedure for Threats to Public Safety**

(1) **Judicial Litigation**. If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.

(2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall endeavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF TULARE

By _____
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Officer/Clerk of the Board of Supervisors

By _____

Approved as to Form:
COUNTY COUNSEL

By _____
Deputy (Matter No. 20192039)

CITY OF TULARE

By _____
Mayor

Attest:

By _____
Tulare City Clerk

Approved as to Form:

By _____
Tulare City Attorney

CITY OF EXETER

By _____
Mayor

Attest:

By _____
Exeter City Clerk

Approved as to Form:

By _____
Exeter City Attorney

CITY OF FARMERSVILLE

By _____
Mayor

Attest:

By _____
Farmersville City Clerk

Approved as to Form:

By _____
Farmersville City Attorney

CITY OF LINDSAY

By _____
Mayor

Attest:

By _____
Lindsay City Clerk

Approved as to Form:

By _____
Lindsay City Attorney

CITY OF WOODLAKE

By _____
Mayor

Attest:

By _____
Woodlake City Clerk

Approved as to Form:

By _____
Woodlake City Attorney

CITY OF PORTERVILLE

By _____
Mayor

Attest:

By _____
Porterville City Clerk

Approved as to Form:

By _____
Porterville City Attorney

CITY OF LINDSAY

By _____
Mayor

Attest:

By _____
Lindsay City Clerk

Approved as to Form:

By _____
Lindsay City Attorney

CITY OF PORTERVILLE

By _____
Mayor

Attest:

By _____
Porterville City Clerk

Approved as to Form:

By _____
Porterville City Attorney

CITY OF WOODLAKE

By _____
Mayor

Attest:

By _____
Woodlake City Clerk

Approved as to Form:

By _____
Woodlake City Attorney

CITY OF DINUBA

By _____
Mayor

Date 10/01/2020

Attest:

By Linda Barkley
Dinuba City Clerk

Approved as to Form:

By _____
Dinuba City Attorney

Appendix B

SERVICE AGREEMENT

AGREEMENT FOR

MANAGEMENT AND OPERATION OF THE CITY OF DINUBA TRANSIT SYSTEM DINUBA AREA REGIONAL TRANSIT (DART)

Mr. George Avila, Business Manager
City of Dinuba, Public Works Department
1088 E. Kamm Avenue, Dinuba, CA 93618
Telephone: (559) 591·5924; Email: gavila@dinuba.ca.gov

CITY OF DINUBA TRANSIT AGREEMENT
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CITY OF DINUBA
DRAFT SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between the City of Dinuba ("CITY"), a municipal corporation formed pursuant to the laws of the State of California, and MV Transportation, Inc. ("CONTRACTOR") with its principal place of business at 2711 N. Haskell, Suite 1500, Dallas, Texas, 75204. The effective date of this Agreement is February 1, 2020.

RECITALS

A. CITY operates a public transit system for the use of its citizens; CITY operates a flexroute service between the hours of 7:00 a.m. to 6:00 p.m. Monday through Thursday, 7:00 a.m. to 9:00 p.m. Friday, and 9:00 a.m. to 6:00 p.m. Saturday. A regional fixed route service to Reedley between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday.

B. CITY desires to retain an outside service provider to supply ongoing management and operation of general public flexroute, fixed route, and Dial-A-Ride transit services within the City of Dinuba service area.

C. CONTRACTOR is capable of and willing to provide the services described in "Part III, Scope of Work" of the Request for Proposals (RFP) for the Management and Operation of the City of Dinuba Transit System (DART) dated July 12, 2019.

D. CONTRACTOR acknowledges that all terms, descriptions and requirements identified in the RFP dated July 12, 2019, are hereby included in this service AGREEMENT by reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this AGREEMENT, the parties agree as follows:

I. PERSONNEL

Subject to the terms of this AGREEMENT, CONTRACTOR agrees to furnish CITY, and CITY agrees to engage from CONTRACTOR, employees listed in Scope of Work-Exhibit A and those that thereafter may be hired with individuals qualified and capable of operating the CITY'S transit services in accordance with the CITY'S transit service program, including but not limited to those individuals listed in Scope of Work-Exhibit A, and as may thereafter be hired by CONTRACTOR.

A. CITY acknowledges that it shares with CONTRACTOR the right of direction and control over employees assigned to CITY'S work site.

B. CITY acknowledges that it shares with CONTRACTOR the right of direction and control over the adoption of employment policies and procedures.

C. At all times during the term of this AGREEMENT, CONTRACTOR shall be an independent contractor and neither CONTRACTOR nor its employees shall be considered as employees of CITY. CITY shall have the right to control CONTRACTOR and CONTRACTOR'S employees only insofar as the result of CONTRACTOR'S services rendered pursuant to this AGREEMENT; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this AGREEMENT.

II. TERM OF AGREEMENT

1.1 This AGREEMENT shall commence on February 1, 2020, and remain in force and effect through December 31, 2024. Upon completion of the initial five (5) year term, the CITY may exercise an option for an additional five (5), one (1) year extensions. The extension options are exercised at the sole discretion of the CITY.

It is mutually understood and agreed that CITY is under no obligation whatsoever to exercise any option and that no representations have been made by CITY committing it to such exercise of an option. The exercise of such option may be made by amendment to this AGREEMENT. Should CITY elect to exercise said option, and upon CONTRACTOR's acceptance of CITY's election to exercise the option herein described, the parties shall execute a written amendment to this AGREEMENT.

2.2 Upon completion of the full term of this AGREEMENT, CITY at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of six (6) months. CITY shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect and be applicable to such extensions.

2.3 In negotiations between CONTRACTOR and employee representation, CONTRACTOR will bargain in good faith. CONTRACTOR will notify the COUNTY a minimum of sixty (60) days in advance of finalization/signing of a revised bargaining agreement.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time, in writing, by mutual AGREEMENT of the parties.

III. ADMINISTRATION

3.1 CONTRACTOR is the employer of those persons identified herein and those that thereafter may be hired and is liable as such for the following purposes.

A. Compliance with rules and regulations governing the reporting and payment of all federal and state taxes on payroll wages paid under this Agreement including, but not limited to: (i) federal income tax withholding provisions of the Internal Revenue Code; (ii) state and/or local income tax withholding provisions if applicable; (iii) Federal Insurance Contributions Act (FICA); (iv) Federal Unemployment Tax Act (FUTA); and (v) applicable state unemployment provisions and payment of all payroll taxes and collection of payroll taxes and collection of taxes from payroll for all employees assigned to CITY.

B. Compliance with applicable workers' compensation laws including but not limited to: (i) procuring workers' compensation insurance, (ii) completing and filing all required reports, and (iii) managing claims.

C. Compliance with the Consolidated Omnibus Reconciliation Act (COBRA).

D. Compliance with the Immigration Reform and Control Act (IRCA).

E. Compliance with the Consumer Credit Protection Act, Title III.

F. Procuring and providing employee benefits, if any.

G. Monitoring and transmitting to CITY changes in governmental regulations relating to policies and practices governing the employer-employee relationship including, but not limited to, issues such as recruiting, interviewing, testing selecting, orientation of, training, evaluating, replacing, supervision, disciplining and terminating employees.

H. Compliance with federal and drug testing regulations applicable to Federal Transit Administration recipients including but not limited to those regulations and requirements included hereto in "XV. Compliance with Federal Laws and Regulations."

3.2 CONTRACTOR reserves the right of direction and control over CONTRACTOR'S employees assigned to the CITY'S location.

3.3 CONTRACTOR reserves the authority to hire, terminate, discipline, assign, direct, and control the performance of, and hiring, terminating, disciplining, and reassigning any employee assigned to CITY.

3.4 CONTRACTOR will assign drivers to CITY operations as specified and requested.

3.5 CITY and CONTRACTOR agree to immediately report to each other all accidents and injuries involving CONTRACTOR employees assigned to CITY.

3.6 This AGREEMENT is between CONTRACTOR and CITY, and creates no individual rights of CONTRACTOR employees as against CITY.

3.7 CONTRACTOR and CONTRACTOR Workers' Compensation Insurance carrier shall have the right to inspect CITY'S premises, the area in which CITY stages transit services, relevant to this AGREEMENT.

3.8 CONTRACTOR'S responsibilities include providing written notice to all CONTRACTOR assigned personnel that all assigned personnel are the employees of CONTRACTOR.

3.9 CONTRACTOR is not responsible for any environmental issues or releases of hazardous materials existing on or prior to the CONTRACTOR'S occupancy of CITY facilities, or caused by any party other than CONTRACTOR.

IV. COMPENSATION/WAGE GUARANTEE

In exchange for the personnel services provided by CONTRACTOR hereunder, CONTRACTOR and CITY agree as follows:

4.1 CONTRACTOR fee rates (per month and per vehicle service hour) are set forth in "XI. Payment."

4.2 The fee provided for by this AGREEMENT shall be due and payable within thirty (30) days of receipt of CONTRACTOR'S invoice. In the event payment is received late, there shall be an additional charge of five (5) percent per month for each month past the due date.

CONTRACTOR assumes responsibility for the payment of all wages to CONTRACTOR employees assigned to CITY without regard to payments by CITY to CONTRACTOR. CONTRACTOR is required to

compensate the employees furnished herein with wages and benefits which are no less than those provided for in the prevailing union agreement, as applicable.

V. INSURANCE COVERAGE AND REQUIREMENTS

CONTRACTOR shall procure and maintain the types of insurance and in the minimum amounts stated herein. CONTRACTOR'S liability coverages shall be primary and no insurance or self-insurance coverage of the CITY shall contribute with these primary coverages. Said insurance shall be written by an insurer having a most recent published rating by A.M. Best & Company of "A-VII" or better. Prior to commencing any work under this Agreement and no less than thirty (30) days prior to the expiration of any of these policies, Certificates of Insurance evidencing the maintenance of said insurance shall be furnished to the other party. CITY shall be named as an Additional Insured by a written endorsement acceptable to the CITY. Each insurance policy required by the AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the CITY by the carrier, broker or CONTRACTOR, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

A. WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars ($1,000,000) per accident and disease. Worker's Compensation Insurance as required by the State of California covering all its employees providing service under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY from any and all claims arising out of any injury, disability, or death of any of CONTRACTOR's employees or agents.

B. COMMERCIAL GENERAL LIABILITY INSURANCE with a combined single limit of not less than ten million dollars ($10,000,000) per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (a) name the CITY, its appointed and elected officials, officers, employees and agents as Additional Insureds; (b) be primary with respect to any insurance or self-insurance programs maintained by the CITY; and (c) contain standard cross liability provisions. CONTRACTOR further agrees to hold the CITY free and harmless from any and all claims arising from any such negligent act or omission.

C. EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPLI) shall be provided to cover defense and indemnity for Employment

Practices Liability (EPL) claims arising from the performance of CONTRACTOR under this Agreement with liability limits of no less than $2 Million per occurrence and a general aggregate of $4 Million. This coverage may be provided as a stand-alone insurance coverage for EPL claims or as part of a Commercial General Liability of Management Liability Policy.

D. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than ten million dollars ($10,000,000). Such insurance shall (a) include coverage for owned, hired and non-owned automobiles; (b) name the CITY, its elected and appointed officials, officers, employees and agents as Additional Insureds; (c) be primary for all purposes; and (d) contain standard cross liability provisions.

E. AUTOMOBILE COLLISION AND COMPREHENSIVE COVERAGE for the actual cash value of transit vehicles (based upon straight-line depreciation, the original purchase price and service life expectancy). Such insurance shall name the CITY as loss payee. CONTRACTOR shall be allowed to self-insure this coverage.

F. SELF-INSURED RETENTION (SIR) CONTRACTOR shall disclose to the CITY its SIR amount for Commercial General Liability and Commercial Auto claims. If CONTRACTOR SIR amount is in excess of $100,000, CONTRACTOR shall provide CITY with the latest independent financial audit report that will ensure CONTRACTOR is financially able to pay claims within this amount.

G. CALIFORNIA GOVERNMENT CODE COMPLIANCE
Any bodily injury or property damage claims against the CITY must comply with the California Government Code. Even if the CITY tenders a claim or lawsuit to CONTRACTOR per this Agreement, CONTRACTOR shall notify the CITY or the CITY's claims representative of any claim or lawsuit to protect the interests of the CITY per the Government Claims Act.

The CONTRACTOR shall furnish properly executed Certificates of Insurance and signed copies of the specified endorsements for each policy prior to commencement of work under this Agreement. Such documentation shall:

(1) clearly evidence all coverages required above, including specific evidence of endorsements naming the CITY as additional insured as required hereinabove; or provide blanket endorsements; and

(2) indicate whether coverage provided is on a claims made or occurrence basis.

The CONTRACTOR shall be fully responsible for the cost of such insurance. The CITY shall not be responsible for reimbursement of any insurance costs to the CONTRACTOR. Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT if an occurrence policy form is used. If a claims made policy is used, coverage shall be maintained during the contract term and for a period extending five (5) years beyond the contract termination date. The CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT and shall continue to furnish certificates five (5) years beyond the contract term, when CONTRACTOR has claims made form(s).

If the CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. The CITY, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the CITY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the CITY may deduct from sums due to the CONTRACTOR any premium costs advanced by the CITY for such insurance.

The parties shall also carry such other insurance that may be required by law. The foregoing requirements as to the types and minimum limits of insurance to be maintained shall not in any manner limit the liability or obligations otherwise assumed by the parties under this AGREEMENT, including but not limited to the indemnification provisions of this AGREEMENT. Anything to the contrary notwithstanding, the liabilities of the parties under this AGREEMENT shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. If either party, for any reason, fails to maintain insurance coverage which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract, and the other party, at its sole option, may immediately terminate this AGREEMENT. Should CONTRACTOR terminate the AGREEMENT pursuant to this provision, CONTRACTOR shall be compensated for all work performed.

VI. FIDELITY BOND

CONTRACTOR shall secure for its employees a Fidelity Bond protecting the CITY from employee theft up to the amount of ten thousand dollars ($10,000) for any one occurrence. Such Fidelity Bond shall name CITY as loss payee with respect to amounts claimed there under arising out of CONTRACTOR's performance under this AGREEMENT. COUNTRACTOR shall provide CITY a copy of said bond accompanied

by proof of payment for same within thirty (30) days of the date of this AGREEMENT is fully executed. Subject to review by its Risk Manager, CITY will accept in lieu of the required Fidelity Bond, Employee Dishonesty Insurance.

VII. PERFORMANCE GUARANTEE

Prior to approval of this AGREEMENT by the CITY, the CONTRACTOR must submit a bond or other acceptable security to the CITY. CONTRACTOR shall perform no services pursuant to this AGREEMENT, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable security to CITY for use of CITY, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of ten percent (10%) of the annual AGREEMENT price, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT. CONTRACTOR shall provide CITY a copy of said bond accompanied by proof of payment for same prior to the execution of this AGREEMENT. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date CITY makes any demands for payment on the bond until the CITY releases such claim. Provision of such bond or its equivalent, approved by CITY, is a material covenant of this AGREEMENT. CITY shall not approve any security which is not unconditionally payable to CITY upon CITY demand.

VIII. EMPLOYMENT APPLICATION

Each employee furnished by CONTRACTOR to CITY must be listed on Scope of Work Exhibit A (Wages and Fringe Benefits for the Operation of DART) or any amendment thereto. Any amendments to Scope of Work Exhibits A and/or B (DART Vehicles) must comply with the provisions of "XIV. Amendments" of this AGREEMENT. Employees must complete all payroll required forms (W-9, I-9, etc.) prior to payroll processing. CITY will allow CONTRACTOR to provide copies of the prior employee applications completed by current employees. Only new hires must complete the new application forms referred to herein.

IX. CROSS-HIRING

CONTRACTOR and CITY agree that during the term of this AGREEMENT, and for a period of one (1) year following the termination thereof, neither party shall hire an employee or former employee of the other party without the written approval of the other party. The term

"former employee" used in this provision shall mean employees who have separated their employment within the prior twelve (12) months.

X. INDEMNIFICATION

10.1 CONTRACTOR shall hold harmless, defend and indemnify CITY, its agents, officers, employees, agents and volunteers from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including CITY property, arising from, or in connection with, the performance by CONTRACTOR, or its agents, officers and employees under this AGREEMENT. This indemnification specifically includes any claims that may be made against CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this AGREEMENT, and any claims made against CITY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on CITY for CONTRACTOR'S failure to provide form DE-542 (State of California Employment Development Department "Report of Independent Contractor(s)"), when applicable. This indemnification obligation shall continue beyond the term of this AGREEMENT as to any acts or omissions occurring under this AGREEMENT or any extension of this AGREEMENT.

10.2 It is the intent of the parties that CONTRACTOR will indemnify, defend and hold harmless CITY and its officers, agents, employees and assigns, from any and all claims, demands, costs, suits or actions as set forth above, except for the sole negligence or willful misconduct of CITY. This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable. Damages resulting from joint negligence of CONTRACTOR and CITY may be apportioned on a percentage of fault basis.

10.3 CONTRACTOR shall protect the interests of Medicare's interests on all claims brought by Medicare beneficiaries or Medicare eligible claimants. CONTRACTOR shall protect Medicare conditional liens and future payment interests. Any penalties associated with not protecting Medicare interests or for improper reporting of claims to the Center for Medicare & Medicaid Services (CMS) shall be the sole responsibility of the CONTRACTOR.

XI. PAYMENT

CITY agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as follows:

11.1 Price Formula

For services rendered under this AGREEMENT, entitled "Scope of Work", and detailed in Exhibit A, which is attached hereto and made a part hereof with payment consistent with CONTRACTOR'S Proposal for Management and Operation of DART Services Cost Proposal Form attached hereto as Exhibit C, payment shall be based on the following rates for the periods of:

February 1, 2020 to August 31, 2020 (2020)
September 1, 2020 to August 31, 2021 (2021)
September 1, 2021 to August 31, 2022 (2022)
September 1, 2022 to August 31, 2023 (2023)
September 1, 2023 to August 31, 2024 (2024)

Billing shall be based on actual services performed.

In the event CITY exercises any option year(s) allowed under this AGREEMENT, rates shall be adjusted to no more than the national Consumer Price Index (CPI) for each option year but in no event shall exceed three percent (3.0%). In the event of a negative CPI, the prior year's rates shall apply to the following option year.

For purposes of this AGREEMENT, "CPI" shall mean the change in CPI for All Urban Consumers, the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, for All Urban Consumers, U.S. City Average (1982-84=100), "All Items." The previous December unadjusted 12-month percent change number shall be used.

A. **FIXED HOURLY RATE**

A fixed hourly rate per vehicle revenue hour, per mode, for fixed-route with route deviation (flexroute)/fixed-route service and Dial-A-Ride will be, as follows:

Flexroute/Fixed-Route & Dial-A-Ride	
$29.36	2020
$30.94	2021
$32.80	2022
$34.49	2023
$36.03	2024

Dial-A-Ride

"Vehicle revenue hours" will be calculated based on the actual time that each revenue vehicle is in service and available to passengers. For

flexroute and fixed-route service, "vehicle revenue hours" is defined as all hours accumulated by transit vehicles and includes only those hours while in revenue service.

For flexroute, fixed-route, and Dial-A-Ride service, **"vehicle revenue hours"** shall specifically exclude deadhead hours, including time for travel to and from storage facilities, changing routes, downtime for road calls, road tests, fueling, vehicle inspections, driver training, driver lunches, and rest breaks. Vehicle revenue hours shall include layover time. **"Total hours"** traveled by revenue vehicles consist of hours traveled when in revenue service and deadhead hours.

For Dial-A-Ride service, **"vehicle revenue hours"** will be calculated based on the time from a vehicle's first pick up through the time of its last drop off. All vehicle travel with or without passengers while available to carry passengers between starting and ending points should be considered as revenue hours. Travel without passengers to and from a dispatching location should not be reported as vehicle revenue hours.

B. **FIXED MONTHLY RATE**

$23,561	CY2020
$24,311	CY2021
$25,587	CY2022
$26,641	CY2023
$27,527	CY2024

Fixed monthly rate cost elements are detailed in the CONTRACTOR'S Proposal for Management and Operation of DART Services Cost Proposal Form that is attached hereto as Exhibit C.

XII. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum obligation under this AGREEMENT is limited to three million, four-hundred seventy-two thousand, three-hundred twenty-one dollars ($3,472,321), including amounts payable to CONTRACTOR for subcontracts, leases, materials, and costs arising from or due to the performance of CONTRACTOR's obligations under of this AGREEMENT. It is the intent and expectation of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for the base term of this AGREEMENT. Said maximum obligation may be amended if CONTRACTOR and CITY agree to additional services or an extension period is provided subsequent to the initial base period.

In the event that CITY's maximum obligation provided herein is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed, or expenditures incurred, by the CONTRACTOR over and above the cumulative obligation amount specified above shall be at the sole risk of CONTRACTOR.

In the event that CITY does not intend to amend this maximum obligation amount, CITY shall so notify CONTRACTOR, by written notice, at least thirty (30) days before the maximum obligation amount specified herein is estimated to be reached.

XIII. INVOICES AND PAYMENT

Invoices shall be submitted to the CITY itemizing CONTRACTOR's full and complete performance hereunder for the previous one-month period. The invoice shall be in such form and shall incorporate such supporting documentation as CITY may from time to time require. All invoices shall be submitted in person, by mail or email to the following address:

City of Dinuba Public Works Department
Attention: Accounts Payable
1088 E. Kamm Avenue
Dinuba, CA 93618
Email: gavila@dinuba.ca.gov

If submitting by email, the CITY's Transit Manager shall be copied.

CITY shall endeavor to pay all reasonable and allowable items in CONTRACTOR's invoice, within the timeframes specified above. If CITY disputes any item on an invoice for a reasonable cause, or if the CITY discovers an invoice that has been paid in error, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for disputing the item(s) shall be stated in writing by CITY and sent to CONTRACTOR within fifteen (15) working days after receipt of invoice by CITY or fifteen (15) working days after the error is discovered.

XIV. AMENDMENTS

This AGREEMENT and its exhibits may be amended from time to time as agreed by the parties in writing. Such amendment shall become effective on the date, time and place so designated when pre-approved by Caltrans and signed by both CONTRACTOR and CITY.

XV. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

This AGREEMENT is financed in part with funding received under Section 5311 of the Federal Transit Act.

"Awarding Agency" is the subrecipient of the State of California Department of Transportation.

"PROJECT" is the Awarding Agency's federally supported project.

"CONTRACTOR" is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

"Subagreements" are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable Federal laws and requirements as stated and amended, including, but not limited to:

15.1 No Obligation to Third-Parties by Use of a Disclaimer

A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or

otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party 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 CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.

E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

15.2 Program Fraud and False or Fraudulent Statements and Related Acts

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim,

statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

15.3 Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping
The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records
The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All

records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

15.4 Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

15.5 Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with

Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set fourth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

15.6 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

15.7 Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in

compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

15.8 DBE Contract Assurance

The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the CONTRACTOR from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal
This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 0.3%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's

GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance
The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

15.9 Prompt Payment and Return of Retainage

1. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency.
2. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
3. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
4. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that

work from the Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

15.10 Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

15.11 Debarment and Suspension

A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.

D. Before entering into any third-party contract exceeding $25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding $25,000.00.

15.12 Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently $100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

15.13 Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

15.14 Lobbying

A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for $100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal 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 grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

B. If applicable, 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 office or employee of any federal 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 the form instructions.

C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure.

15.15 Clean Air

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and

understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15.16 Clean Water

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15.17 Fly America

In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

15.18 Transit Employee Protective Arrangements

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contact and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

15.19 Charter Service Operations

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

15.20 School Bus Operations

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

15.21 Drug-Free Workplace and Drug and Alcohol Testing

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before March 1 and to submit the Management Information System (MIS) reports before March 15 or required deadline to the appropriate Caltrans office. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

15.22 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

XVI. SAFE OPERATION OF MOTOR VEHICLES

A. Seat Belt Use - The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or AGENCY.

B. Distracted Driving - The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

XVII. AUDIT AND RETENTION OF RECORDS

CONTRACTOR shall allow the authorized representatives of COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States and the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for three (3) years after final payment under this AGREEMENT and until all other pending matters are closed.

XVIII. ASSIGNMENT

Neither party shall assign or subcontract this AGREEMENT or its rights and duties hereunder, nor any interest herein, without the express written under consent of the other party, unless such assignment or subcontract is to a wholly-owned subsidiary.

XIX. ATTORNEY'S FEES

The prevailing party in any enforcement action arising in respect to this AGREEMENT shall be entitled to recover from the other party all costs of such enforcement action including, without limitation, reasonable attorney's fees, court costs and related expenses.

XX. GOVERNING LAW

Except for Section XII of this Agreement, this Agreement shall be governed by the laws of the State of California.

XXI. ENTIRE AGREEMENT

This instrument, including the Exhibits attached hereto, contains the entire AGREEMENT of the parties and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be valid unless in writing and signed by both parties hereto.

XXII. SEVERABILITY

If any provision if this AGREEMENT, or any amendment thereof, should be invalid, the remaining provision shall remain in effect and be so construed as to effectuate the intent and purposes of this AGREEMENT and any amendments thereto.

XXIII. NOTICES

All notices, requests and communications provided hereunder shall be in writing and hand delivered or mailed by United States Registered, Certified or Express Mail, return receipt requested, and addressed to the party's principal place of business as set forth in this AGREEMENT adjacent the signature of each party (or to such other address provided in writing by such party).

XXIV. WAIVER

The waiver by either party hereto of a breach of any term or provision of this AGREEMENT shall not operate or be construed as a waiver of a subsequent breach of the same provision by any party or of a breach of any other term or provision of this AGREEMENT.

XXV. FORCE MAJEURE

Either party shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of the party not performing.

XXVI. TERMINATION

A. Termination for Convenience (General Provision)

When it is in the CITY'S best interest, the CITY reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a THIRTY (30) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs.

B. Termination for Default (General Provision)

If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the CITY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CITY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the CITY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

C. Mutual Termination

The PROJECT may also be terminated if the CITY and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

This agreement is duly executed this 15th day of January, 2020.

City of Dinuba	MV Transportation, Inc.
By: Luis Patlan	By: Marie Meisenbach Graul
Title: City Manager	Title: EVP, Chief Financial Officer
(Signature)	(Signature)

Appendix C

LEASE AGREEMENT

Appendix D – DINUBA VEHICLES TO TRANSFER TO TCRTA

# of Vehicles	Vehicle *ID#*	Vehicle Year	Make/Model or Vehicle Description	Vehicle Identification Number (VIN)	Date in Service	Out of Service	Fed Useful Life (yr)	Actual Service (yr)	Remaining yrs	Remaining % based on yrs	Actual Mileage	Minimum Useful Life Mileage	Remaining % based on miles	Total Federal Share	Remaining Fed Share based on yrs	Remaining Fed Share based on miles
1	**1**	2002	Ford/El Dorado/ E450	1FDXE45M22HB72467		September 2016	5				228,381	150,000	-0.52%			
2	**2**	2002	Ford/El Dorado/ E450	1FDXE45M02HB72466		May 2015	5				190,054	150,000	-27%			
3	**OLD 3**	1991	Ford/E350	1FDKE37G8MHA26461	January 1991	February 2011	5	20	-15	-300%	61,614	150,000	66%			
4	**3**	2017	Ford/Glaval Universal/E450	1FDFE4FSXHDC77735	March 2018	In Service	5	1	4	80%	41,191	150,000	73%			
5	**4**	2008	Freightliner/Cummins/Trolley	4UZAACB358CZ65243	December 2007	January 2019	7	12	-5	-42%	179,616	200,000	20%			
6	**5**	2008	Chev/El Dorado AeroElite/C5500	1GBG5V1G98F407207		In Service	5				314,228	150,000	-209%			
7	**6**	2009	Chev/El Dorado AeroElite/C5500	1GBG5V1G49F403700		March 2019	5				241,512	150,000	-61%			
8	**7**	2011	Ford/El Dorado AeroTech/E450	1FDFE4FS3BDA29639		In Service	5				231,112	150,000	-54%			
9	**8**	2011	Ford/El Dorado AeroTech/E450	1FDFE4FSXBDA29640	September 2010	In Service	5	9	-4	-80%	240,940	150,000	-61%			
10	**9**	2012	Ford/El Dorado AeroElite/F550	1FDAF5GY9BEC71975	May 2012	In Service	5	7	-2	-40%	258,300	150,000	-72%			
11	**10**	2014	Ford/Glaval/E450	1FDFE4FS7EDB17680	January 2015	In Service	5	4	1	20%	99,688	150,000	66%			
12	**11**	2013	Ford/Startrans/Goshen	1F66FSDYXDOA04779		February 2019	7				110,660	200,000	55%			
13	**12**	2016	Ford/Glaval/E450	1FDFE4FS4GDC50335	October 2016	In Service	5	3	2	40%	125,690	150,000	16%			
	14	2019	Ford/Glaval/E450		December 2019	In Service										
	15	2010	Ford/Glaval/E550		April 2020	In Service										
OUT OF SERVICE																
BACKUP BUSES																

RESOLUTION NO. 2021-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DINUBA AND THE TULARE COUNTY REGIONAL TRANSIT AGENCY

WHEREAS, on September 8, 2020 the City Council adopted Resolution Number 2020-39 authorizing the execution of a Joint Powers Agreement (JPA) that contributed to the formation of the Tulare County Regional Transit Agency (TCRTA); and

WHEREAS, in addition to the City of Dinuba, the JPA was approved by the County of Tulare and the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare and Woodlake; and

WHEREAS, the purpose of the formation and operation of the TCRTA is to own, operate, and administer a consolidated public transportation system in Tulare County including the current Dinuba Regional Transit (DART); and

WHEREAS, on May 17, 2021 the TCRTA Board approved a Memorandum of Understanding (MOU) between the City of Dinuba and the TCRTA that provides greater details on the transition of transit service from the City of Dinuba to TCRTA (See Exhibit A"); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dinuba hereby approves the proposed MOU and authorizes the Mayor to execute this document on the City's behalf.

PASSED AND ADOPTED this ___ day of _____, 20_____ by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

City Council Staff Report

Department: CITY MANAGER'S OFFICE June 22, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Warrant Register June 11 & 18, 2021 (LB)

RECOMMENDATION

Council to review and approve the warrant register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

WR 06.11.2021
WR 06.18.2021

Accounts Payable Invoice Report

Payment Date Range 06/07/21 - 06/11/21
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **72 - A-C Electric Company**									
53993	TROUBLESHOOT SIGNAL LIGHTS AT EUCLID & EL MONTE	Paid by Check #31221		06/02/2021	06/11/2021	06/11/2021		06/11/2021	1,999.00
		Vendor **72 - A-C Electric Company** Totals				Invoices	1		$1,999.00
Vendor **1143 - AAA Quality Services, Inc.**									
00311912	Fy 20/21-Parks-Potty rental/clng for Centennial prk portables	Paid by Check #31222		06/05/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	254.13
00311913	Fy 20/21-Parks-Potty rental/services at Nebraska park	Paid by Check #31222		06/05/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	276.13
		Vendor **1143 - AAA Quality Services, Inc.** Totals				Invoices	2		$530.26
Vendor **548 - Adamson Police Products**									
INV354532	PD - 39 Lumen LED Weapon Lights	Paid by Check #31223		05/27/2021	06/11/2021	06/11/2021		06/11/2021	4,960.17
		Vendor **548 - Adamson Police Products** Totals				Invoices	1		$4,960.17
Vendor **263 - Advantek Benefit Administrators**									
06/04/21	Contractual	Paid by Check #31224		06/04/2021	06/11/2021	06/11/2021		06/11/2021	45,222.76
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	1		$45,222.76
Vendor **1720 - Agee Construction Corporation**									
2	Agee Const North Dinuba Griggs	Paid by Check #31225		06/03/2021	06/11/2021	06/11/2021		06/11/2021	484,516.81
		Vendor **1720 - Agee Construction Corporation** Totals				Invoices	1		$484,516.81
Vendor **344 - Alameda Electrical Distributors**									
S5056671.001	Alameda Electrical Distributors	Paid by Check #31226		05/25/2021	06/11/2021	06/11/2021		06/11/2021	6,136.76
		Vendor **344 - Alameda Electrical Distributors** Totals				Invoices	1		$6,136.76
Vendor **1229 - Sergio Armando Alvarado**									
6121 ALVARADO	PC MEETING JUNE 1, 2021	Paid by Check #31227		06/01/2021	06/11/2021	06/11/2021		06/11/2021	25.00
		Vendor **1229 - Sergio Armando Alvarado** Totals				Invoices	1		$25.00
Vendor **1538 - American River Benefit Administrators**									
#8461 3rd Q 21	#8461 3rd Q 2021	Paid by Check #31228		06/02/2021	06/11/2021	06/11/2021		06/11/2021	189.00
		Vendor **1538 - American River Benefit Administrators** Totals				Invoices	1		$189.00
Vendor **351 - Anthem Blue Cross**									
000192646237	Roberts 210A78781	Paid by Check #31229		05/08/2021	06/11/2021	06/11/2021		06/11/2021	770.88
		Vendor **351 - Anthem Blue Cross** Totals				Invoices	1		$770.88
Vendor **21 - Aramark Uniform Services Inc.**									
503000304206	Fy 20/21-Parks-Uniform services for week of 6/02/21	Paid by Check #31230		06/02/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	29.36
		Vendor **21 - Aramark Uniform Services Inc.** Totals				Invoices	1		$29.36



Accounts Payable Invoice Report

Payment Date Range 06/07/21 - 06/11/21
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **17 - AT&T**									
55959606495/21	Telephone	Paid by Check #31231		05/26/2021	06/11/2021	06/11/2021		06/11/2021	1,019.82
			Vendor **17 - AT&T** Totals			Invoices	1		$1,019.82
Vendor **289 - AT&T Mobility LLC**									
2870151847345/21	May 2021	Paid by Check #31232		05/16/2021	06/11/2021	06/11/2021		06/11/2021	88.24
			Vendor **289 - AT&T Mobility LLC** Totals			Invoices	1		$88.24
Vendor **1044 - AutoZone, Inc.**									
2833347356	REPAIR PARTS FOR BUS 12	Paid by Check #31233		06/03/2021	06/11/2021	06/11/2021		06/11/2021	51.53
2833347500	REPAIR PARTS FOR BUS 10	Paid by Check #31233		06/03/2021	06/11/2021	06/11/2021		06/11/2021	103.05
			Vendor **1044 - AutoZone, Inc.** Totals			Invoices	2		$154.58
Vendor **65 - Banner Pest Control**									
200601	PD - Removal of Pigeons - Downtown	Paid by Check #31234		05/04/2021	06/11/2021	06/11/2021		06/11/2021	75.00
200604	PD - Removal of Pigeons - Downtown	Paid by Check #31234		05/21/2021	06/11/2021	06/11/2021		06/11/2021	75.00
			Vendor **65 - Banner Pest Control** Totals			Invoices	2		$150.00
Vendor **1393 - Estevan Benavides**									
6121 BENAVIDES	PC MEETING JUNE 1, 2021	Paid by Check #31235		06/01/2021	06/11/2021	06/11/2021		06/11/2021	25.00
			Vendor **1393 - Estevan Benavides** Totals			Invoices	1		$25.00
Vendor **822 - Boundtree Medical LLC**									
84071631	Supplies	Paid by Check #31236		05/25/2021	06/11/2021	06/11/2021		06/11/2021	175.98
			Vendor **822 - Boundtree Medical LLC** Totals			Invoices	1		$175.98
Vendor **74 - Buddy's Trophies & Advertising Spec.**									
32588	Fy 20/21-Sports Prog-Trophies BB/SB/TB Season 2021	Paid by Check #31237		05/24/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	1,802.60
			Vendor **74 - Buddy's Trophies & Advertising Spec.** Totals			Invoices	1		$1,802.60
Vendor **725 - CDW Government**									
C844992	Fy 20/21-CS-Cradlepoint NetCloud for Parks yard	Paid by Check #31238		05/07/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	822.53
			Vendor **725 - CDW Government** Totals			Invoices	1		$822.53
Vendor **1201 - Alberto Cendejas II**									
6121 CENDEJAS	PC MEETING JUNE 1, 2021	Paid by Check #31239		06/01/2021	06/11/2021	06/11/2021		06/11/2021	25.00
			Vendor **1201 - Alberto Cendejas II** Totals			Invoices	1		$25.00
Vendor **1620 - Central Valley Forensic Nursing Specialists**									
1225	PD - Lab Exam Services / DF2101217 & DF2101528	Paid by Check #31240		05/31/2021	06/11/2021	06/11/2021		06/11/2021	2,400.00



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		Vendor **1620 - Central Valley Forensic Nursing Specialists** Totals				Invoices	1		$2,400.00
Vendor **240 - Clean Cut Landscape Management Inc.**									
3107	Contractual	Paid by Check #31241		05/31/2021	06/11/2021	06/11/2021		06/11/2021	17,559.00
		Vendor **240 - Clean Cut Landscape Management Inc.** Totals				Invoices	1		$17,559.00
Vendor **1419 - Collins & Schoettler Planning Consultant, Inc.**									
1177	Collins Schoettler Planning Support	Paid by Check #31242		06/02/2021	06/11/2021	06/11/2021		06/11/2021	6,655.00
		Vendor **1419 - Collins & Schoettler Planning Consultant, Inc.** Totals				Invoices	1		$6,655.00
Vendor **170 - Comcast**									
0136611 06/2021	PD - 06/01/2021 - 06/30/2021 Billing Charges	Paid by Check #31243		05/26/2021	06/11/2021	06/11/2021		06/11/2021	54.25
		Vendor **170 - Comcast** Totals				Invoices	1		$54.25
Vendor **334 - Cummins Pacific LLC**									
Y4-53029	REPAIR PARTS FOR T 17	Paid by Check #31244		06/02/2021	06/11/2021	06/11/2021		06/11/2021	1,891.16
		Vendor **334 - Cummins Pacific LLC** Totals				Invoices	1		$1,891.16
Vendor **1035 - De Lage Landen Public Finance**									
72614720	May/Jun 2021	Paid by Check #31245		05/22/2021	06/11/2021	06/11/2021		06/11/2021	307.61
		Vendor **1035 - De Lage Landen Public Finance** Totals				Invoices	1		$307.61
Vendor **77 - Department of Justice**									
514116	PD - May 2021 - Fingerprints Service	Paid by Check #31246		06/03/2021	06/11/2021	06/11/2021		06/11/2021	582.00
		Vendor **77 - Department of Justice** Totals				Invoices	1		$582.00
Vendor **200 - Dinuba Unified School District**									
1673	DSC - Senior Lunches - April 2021	Paid by Check #31247		06/03/2021	06/11/2021	06/11/2021		06/11/2021	4,400.00
1674	DSC Senior Lunches - May 2021	Paid by Check #31247		06/03/2021	06/11/2021	06/11/2021		06/11/2021	4,400.00
		Vendor **200 - Dinuba Unified School District** Totals				Invoices	2		$8,800.00
Vendor **552 - Dragnet Pest Control**									
1283-07June2021	DSC Pest Control Service	Paid by Check #31248		06/01/2021	06/11/2021	06/11/2021		06/11/2021	65.00
		Vendor **552 - Dragnet Pest Control** Totals				Invoices	1		$65.00
Vendor **1506 - Enterprise FM Trust**									
FBN4225294	PD - Durangos & Malibus Lease	Paid by Check #31249		06/03/2021	06/11/2021	06/11/2021		06/11/2021	2,836.04
FBN4225242	ENTERPRISE - FLEET LEASE PAYMENT	Paid by Check #31249		06/03/2021	06/11/2021	06/11/2021		06/11/2021	6,848.84
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices	2		$9,684.88
Vendor **280 - Entersect**									
521EP31191	PD - May 2021 Service	Paid by Check #31250		05/31/2021	06/11/2021	06/11/2021		06/11/2021	100.00



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			Vendor **280 - Entersect** Totals			Invoices	1		$100.00
Vendor **16 - Ernest Packaging Solutions**									
90369374	Fy 20/21-Parks-Germicidal Spray for parks restrooms	Paid by Check #31251		05/26/2021	06/11/2021	06/11/2021	06/01/2021	06/11/2021	107.85
			Vendor **16 - Ernest Packaging Solutions** Totals			Invoices	1		$107.85
Vendor **379 - Guardian EMS Products**									
8956	Supplies	Paid by Check #31252		05/25/2021	06/11/2021	06/11/2021		06/11/2021	62.79
8989	Supplies	Paid by Check #31252		06/01/2021	06/11/2021	06/11/2021		06/11/2021	355.45
9025	Supplies	Paid by Check #31252		06/04/2021	06/11/2021	06/11/2021		06/11/2021	1,110.78
			Vendor **379 - Guardian EMS Products** Totals			Invoices	3		$1,529.02
Vendor **605 - Frank Guerra**									
06/04/21	Anthem	Paid by Check #31253		06/04/2021	06/11/2021	06/11/2021		06/11/2021	185.41
			Vendor **605 - Frank Guerra** Totals			Invoices	1		$185.41
Vendor **1616 - Healthwise Services, LLC**									
0000094900	PD - Sharps Container Service	Paid by Check #31254		05/31/2021	06/11/2021	06/11/2021		06/11/2021	452.65
			Vendor **1616 - Healthwise Services, LLC** Totals			Invoices	1		$452.65
Vendor **139 - Henry Schein Inc.**									
94066077	Supplies	Paid by Check #31255		05/24/2021	06/11/2021	06/11/2021		06/11/2021	1,178.31
94118819	Supplies	Paid by Check #31255		05/25/2021	06/11/2021	06/11/2021		06/11/2021	474.96
			Vendor **139 - Henry Schein Inc.** Totals			Invoices	2		$1,653.27
Vendor **1150 - Hoffman Security**									
515695	DSC - Security Monitoring	Paid by Check #31256		03/20/2021	06/11/2021	06/11/2021		06/11/2021	105.00
524487	DSC - Security Monitoring	Paid by Check #31256		05/20/2021	06/11/2021	06/11/2021		06/11/2021	105.00
			Vendor **1150 - Hoffman Security** Totals			Invoices	2		$210.00
Vendor **1711 - Housing Authority of County of Tulare**									
TBRA 06-21	Covid-19 TBRA June 2021 - Robles	Paid by Check #31257		06/04/2021	06/11/2021	06/11/2021		06/11/2021	9,360.00
			Vendor **1711 - Housing Authority of County of Tulare** Totals			Invoices	1		$9,360.00
Vendor **174 - Howard's Pest Control**									
96682	June 2021	Paid by Check #31258		06/03/2021	06/11/2021	06/11/2021		06/11/2021	83.00
95191	Fy 20/21-Sportsplex-Pest cntrl serv on 4/2/21	Paid by Check #31258		04/02/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	107.00
34437	Fy 20/21-CS-Termite treatment @ CPR on 4/15/21	Paid by Check #31258		04/16/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	4,070.00
95916	Fy 20/21-Sportsplex-Pest cntrl serv on 5/4/21	Paid by Check #31258		05/04/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	107.00
96617	Fy 20/21-Parks-Pest cntrl serv for Vuich park	Paid by Check #31258		06/01/2021	06/11/2021	06/11/2021	06/01/2021	06/11/2021	65.00

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96670	Fy 20/21-Sportsplex-Pest cntrl srvc@ on 6/3/21	Paid by Check #31258		06/03/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	107.00
96665	PEST CONTROL SERVICE - WWTP	Paid by Check #31258		06/03/2021	06/11/2021	06/11/2021		06/11/2021	45.00
96673	PEST CONTROL SERVICES - TRANSIT	Paid by Check #31258		06/03/2021	06/11/2021	06/11/2021		06/11/2021	65.00
96687	Customer No. KA1088	Paid by Check #31258		06/03/2021	06/11/2021	06/11/2021		06/11/2021	125.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	9		$4,774.00
Vendor **1721 - Image 2000**									
442817	2/17-5/16/2021	Paid by Check #31259		05/18/2021	06/11/2021	06/11/2021		06/11/2021	184.96
		Vendor **1721 - Image 2000** Totals				Invoices	1		$184.96
Vendor **1735 - Janet Davis & Associates**									
21-1051	PD - Women in Leadership Training - Jessica Martin	Paid by Check #31260		05/26/2021	06/11/2021	06/11/2021		06/11/2021	250.00
		Vendor **1735 - Janet Davis & Associates** Totals				Invoices	1		$250.00
Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.**									
111348	Contractual	Paid by Check #31261		05/05/2021	06/11/2021	06/11/2021		06/11/2021	180.00
		Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.** Totals				Invoices	1		$180.00
Vendor **512 - Koff & Associates Inc.**									
013299	Comp Study	Paid by Check #31332		06/01/2021	06/11/2021	06/11/2021		06/11/2021	7,130.00
		Vendor **512 - Koff & Associates Inc.** Totals				Invoices	1		$7,130.00
Vendor **1723 - Matson Alarm Co, Inc.**									
2196100	Fy 20/21-Sportsplex-Fire & burglar monit srvcs @ sportsplex	Paid by Check #31262		05/01/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	90.00
2208845	Fy 20/21-Sportsplex-Fire & burglar monit srvcs @ sportsplex	Paid by Check #31262		06/01/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	90.00
		Vendor **1723 - Matson Alarm Co, Inc.** Totals				Invoices	2		$180.00
Vendor **22 - Moore Twining Associates Inc.**									
1369447	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #31263		06/02/2021	06/11/2021	06/11/2021		06/11/2021	70.00
1369486	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #31263		06/03/2021	06/11/2021	06/11/2021		06/11/2021	88.00
		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices	2		$158.00
Vendor **1570 - Mountain Valley Environmental Services, Inc.**									
2975	CHIEF PLANT OPERATOR SERVICES WWTP - JULY 2021	Paid by Check #31264		06/01/2021	06/11/2021	06/11/2021		06/11/2021	4,500.00
		Vendor **1570 - Mountain Valley Environmental Services, Inc.** Totals				Invoices	1		$4,500.00
Vendor **284 - MV Transportation, Inc.**									
113710	May 2021 Monthly Billing	Paid by Check #31265		06/01/2021	06/11/2021	06/11/2021		06/11/2021	54,941.60



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		Vendor **284 - MV Transportation, Inc.** Totals				Invoices	1		$54,941.60
Vendor **392 - O'Reilly Auto Parts**									
3641-388846	Supplies	Paid by Check #31266		06/03/2021	06/11/2021	06/11/2021		06/11/2021	71.54
		Vendor **392 - O'Reilly Auto Parts** Totals				Invoices	1		$71.54
Vendor **142 - Office Depot BSD**									
170980300002	Office Supplies	Paid by Check #31267		05/19/2021	06/11/2021	06/11/2021		06/11/2021	6.50
169702738001	Office Supplies	Paid by Check #31267		05/20/2021	06/11/2021	06/11/2021		06/11/2021	52.55
174695130001	PD - Supplies	Paid by Check #31267		05/18/2021	06/11/2021	06/11/2021		06/11/2021	59.34
171342771001	Office Depot	Paid by Check #31267		05/13/2021	06/11/2021	06/11/2021		06/11/2021	213.57
		Vendor **142 - Office Depot BSD** Totals				Invoices	4		$331.96
Vendor **76 - Pacific Gas & Electric**									
50044490 v1	Alta/Nebraska Roundabout	Paid by EFT #1598		06/08/2021	06/09/2021	06/09/2021		06/09/2021	11,478.49
265692021585/21	Utilities	Paid by Check #31271		05/25/2021	06/11/2021	06/11/2021		06/11/2021	10.27
519248951325/21	Utilities	Paid by Check #31270		05/25/2021	06/11/2021	06/11/2021		06/11/2021	10.24
777130818085/21	Utilities	Paid by Check #31269		05/25/2021	06/11/2021	06/11/2021		06/11/2021	9.53
245952415715/21	Utilities	Paid by Check #31273		05/26/2021	06/11/2021	06/11/2021		06/11/2021	13.97
543881697545/21	Utilities	Paid by Check #31281		05/26/2021	06/11/2021	06/11/2021		06/11/2021	239.74
914674420585/21	Utilities	Paid by Check #31274		05/26/2021	06/11/2021	06/11/2021		06/11/2021	14.04
076626534145/21	Utilities	Paid by Check #31280		05/27/2021	06/11/2021	06/11/2021		06/11/2021	201.90
134955182535/21	Utilities	Paid by Check #31275		05/27/2021	06/11/2021	06/11/2021		06/11/2021	23.80
360067439045/21	Utilities	Paid by Check #31277		05/27/2021	06/11/2021	06/11/2021		06/11/2021	36.09
468994256005/21	Utilities	Paid by Check #31272		05/27/2021	06/11/2021	06/11/2021		06/11/2021	10.54
497903928045/21	DSC - Electricity 4/28 - 5/26/21	Paid by Check #31268		05/27/2021	06/11/2021	06/11/2021		06/11/2021	729.54
556426429405/21	Utilities	Paid by Check #31278		05/27/2021	06/11/2021	06/11/2021		06/11/2021	104.01
622008882875/21	Utilities	Paid by Check #31276		05/27/2021	06/11/2021	06/11/2021		06/11/2021	32.79
811658854355/21	Utilities	Paid by Check #31279		05/27/2021	06/11/2021	06/11/2021		06/11/2021	122.84
640799572505/21	Utilities	Paid by Check #31282		05/25/2021	06/11/2021	06/11/2021		06/11/2021	1,889.39
037563698505/21	Utilities	Paid by Check #31290		05/26/2021	06/11/2021	06/11/2021		06/11/2021	78.27
312018483275/21	Utilities	Paid by Check #31292		05/26/2021	06/11/2021	06/11/2021		06/11/2021	6,320.02
821880068195.21	Utilities	Paid by Check #31291		05/26/2021	06/11/2021	06/11/2021		06/11/2021	2,467.72
041816753175/21	Utilities	Paid by Check #31289		05/27/2021	06/11/2021	06/11/2021		06/11/2021	365.92
058483210135/21	Utilities	Paid by Check #31286		05/27/2021	06/11/2021	06/11/2021		06/11/2021	72.68
323048378375/21	Utilities	Paid by Check #31293		05/27/2021	06/11/2021	06/11/2021		06/11/2021	9.53
459224718965/21	Utilities	Paid by Check #31283		05/27/2021	06/11/2021	06/11/2021		06/11/2021	27.87
588309194015/21	Utilities	Paid by Check #31284		05/27/2021	06/11/2021	06/11/2021		06/11/2021	22.04
837649722675/21	Utilities	Paid by Check #31285		05/27/2021	06/11/2021	06/11/2021		06/11/2021	139.61
896878734585/21	Utilities	Paid by Check #31287		05/27/2021	06/11/2021	06/11/2021		06/11/2021	165.16
949217492255/21	Utilities	Paid by Check #31288		05/27/2021	06/11/2021	06/11/2021		06/11/2021	9.53
475197165685/21	Utilities	Paid by Check #31294		05/28/2021	06/11/2021	06/11/2021		06/11/2021	29.81
477215765295/21	Utilities	Paid by Check #31299		05/28/2021	06/11/2021	06/11/2021		06/11/2021	116.93



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489591720235/21	Utilities	Paid by Check #31296		05/28/2021	06/11/2021	06/11/2021		06/11/2021	9.53
493969444875/21	Utilities	Paid by Check #31295		05/28/2021	06/11/2021	06/11/2021		06/11/2021	10.36
535548886275/21	Utilities	Paid by Check #31300		05/28/2021	06/11/2021	06/11/2021		06/11/2021	56.00
565766708995/21	Utilities	Paid by Check #31297		05/28/2021	06/11/2021	06/11/2021		06/11/2021	73.17
665766702525/21	Utilities	Paid by Check #31298		05/28/2021	06/11/2021	06/11/2021		06/11/2021	55.59
0007998303-7	PG&E Euclid Ave Street Improv	Paid by Check #31301		06/04/2021	06/11/2021	06/11/2021		06/11/2021	16,000.00
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	35		$40,956.92
Vendor **1411 - Placer Title Company**									
P-325476-2	Placer Title Hasan APN 013-100-001-000	Paid by Check #31302		06/08/2021	06/11/2021	06/11/2021		06/11/2021	51,357.00
		Vendor **1411 - Placer Title Company** Totals				Invoices	1		$51,357.00
Vendor **124 - Reedley Veterinary Hospital**									
70	PD - Exam & Euthanize Fees / May Disposal Service	Paid by Check #31303		06/01/2021	06/11/2021	06/11/2021		06/11/2021	279.00
		Vendor **124 - Reedley Veterinary Hospital** Totals				Invoices	1		$279.00
Vendor **221 - Rene G. Ortega Concrete**									
2672	Fy 20/21-Parks-Installation of 2nd pickel ball court @ KC park	Paid by Check #31304		06/03/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	20,000.00
		Vendor **221 - Rene G. Ortega Concrete** Totals				Invoices	1		$20,000.00
Vendor **42 - Scout Specialties**									
145564	Fy 20/21-Parks-Cable ties	Paid by Check #31305		05/21/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	43.40
145742	FLEET SUPPLIES	Paid by Check #31305		05/27/2021	06/11/2021	06/11/2021		06/11/2021	15.19
145746	NUTS AND BOLTS FOR AERATOR #1 @ A DIGESTER	Paid by Check #31305		05/27/2021	06/11/2021	06/11/2021		06/11/2021	34.07
145754	SCREWS ETC. FOR AERATOR #1 @ A-DIGESTER	Paid by Check #31305		05/27/2021	06/11/2021	06/11/2021		06/11/2021	157.27
		Vendor **42 - Scout Specialties** Totals				Invoices	4		$249.93
Vendor **46 - Self Help Enterprises**									
DIN18HM May 2021	Gen Admin 18-HOME-12599	Paid by Check #31306		05/05/2021	06/11/2021	06/11/2021		06/11/2021	468.75
		Vendor **46 - Self Help Enterprises** Totals				Invoices	1		$468.75
Vendor **409 - The Shirt Shak**									
2061	Fy 20/21-Sports Prog-BB/SB/TB 2021 Season add on jerseys	Paid by Check #31307		05/12/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	724.00
		Vendor **409 - The Shirt Shak** Totals				Invoices	1		$724.00
Vendor **61 - Silvas Oil Company Inc.**									
170511CT	May 2021	Paid by Check #31308		05/31/2021	06/11/2021	06/11/2021		06/11/2021	645.37
		Vendor **61 - Silvas Oil Company Inc.** Totals				Invoices	1		$645.37
Vendor **141 - Sirchie Finger Print Labs**									

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0498793-IN	PD - Supplies	Paid by Check #31309		06/03/2021	06/11/2021	06/11/2021		06/11/2021	83.00
			Vendor **141 - Sirchie Finger Print Labs** Totals			Invoices	1		$83.00
Vendor **361 - SJVAPCD**									
S157775	ANNUAL AIR TOXIC ASSESSMENT 20/21 - ALLEY MILSAP/MYRTLE, S3483	Paid by Check #31310		06/11/2021	06/11/2021	06/11/2021		06/11/2021	551.10
			Vendor **361 - SJVAPCD** Totals			Invoices	1		$551.10
Vendor **431 - Sparkletts**									
9406519 060121	Fy 20/21-Bottled wa & delivery service	Paid by Check #31312		06/01/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	80.79
5080520 052721	PD - Water Cooler Dispensers	Paid by Check #31311		05/27/2021	06/11/2021	06/11/2021		06/11/2021	212.67
			Vendor **431 - Sparkletts** Totals			Invoices	2		$293.46
Vendor **835 - Spence Fence Company Enterprise**									
17909	INSTALLED PRIVACY FENCE, 800 N EUCLID	Paid by Check #31313		05/27/2021	06/11/2021	06/11/2021		06/11/2021	1,750.00
			Vendor **835 - Spence Fence Company Enterprise** Totals			Invoices	1		$1,750.00
Vendor **427 - Spirit Stop**									
872555	Tshirt Ad - DHS	Paid by Check #31314		05/20/2021	06/11/2021	06/11/2021		06/11/2021	429.98
			Vendor **427 - Spirit Stop** Totals			Invoices	1		$429.98
Vendor **247 - State Center Community College District**									
15991128-29	PD - Standard Field Sobriety Test Training - Cordell & Guzman	Paid by Check #31315		05/18/2021	06/11/2021	06/11/2021		06/11/2021	97.00
			Vendor **247 - State Center Community College District** Totals			Invoices	1		$97.00
Vendor **214 - Stericycle, Inc.**									
3005562653	June 2021	Paid by Check #31316		06/01/2021	06/11/2021	06/11/2021		06/11/2021	136.46
			Vendor **214 - Stericycle, Inc.** Totals			Invoices	1		$136.46
Vendor **189 - Terminix International**									
408438910	Fy 20/21-CS-Pest control service at rec center	Paid by Check #31317		05/13/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	70.00
408154884	PD - Pest Control Service	Paid by Check #31317		05/21/2021	06/11/2021	06/11/2021		06/11/2021	60.00
			Vendor **189 - Terminix International** Totals			Invoices	2		$130.00
Vendor **1082 - 3R Construction or The Island Convention Center**									
McKinley PH I	3R Const. McKinley Project	Paid by Check #31318		05/25/2021	06/11/2021	06/11/2021		06/11/2021	12,500.00
			Vendor **1082 - 3R Construction or The Island Convention Center** Totals			Invoices	1		$12,500.00
Vendor **717 - TMI Research Services**									

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CITYOD 21-05-31	Fy 20/21-Sportsplex-Pre empolyment background for T. Hensley	Paid by Check #31319		05/31/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	180.00
		Vendor **717 - TMI Research Services** Totals				Invoices	1		$180.00
Vendor **1633 - Toyota Industries Commercial Finance, Inc.**									
4003152840	Polaris Lease Payment	Paid by Check #31320		05/27/2021	06/11/2021	06/11/2021		06/11/2021	296.74
		Vendor **1633 - Toyota Industries Commercial Finance, Inc.** Totals				Invoices	1		$296.74
Vendor **152 - Trac Net Corp.**									
1022	TracNet Annual Maintenance MSP - 07/01/2021 - 06/30/2022	Paid by Check #31321		06/01/2021	06/11/2021	06/11/2021		06/11/2021	21,827.02
		Vendor **152 - Trac Net Corp.** Totals				Invoices	1		$21,827.02
Vendor **1352 - Trizetto Provider Solutions, LLC**									
3U25062100	Contractual	Paid by Check #31322		06/01/2021	06/11/2021	06/11/2021		06/11/2021	192.20
		Vendor **1352 - Trizetto Provider Solutions, LLC** Totals				Invoices	1		$192.20
Vendor **273 - US Bank**									
443796750	DSC - Copier Lease	Paid by Check #31323		05/21/2021	06/11/2021	06/11/2021		06/11/2021	365.23
		Vendor **273 - US Bank** Totals				Invoices	1		$365.23
Vendor **354 - Verizon Wireless**									
9879804143	June 2021	Paid by Check #31324		05/14/2021	06/11/2021	06/11/2021		06/11/2021	517.65
		Vendor **354 - Verizon Wireless** Totals				Invoices	1		$517.65
Vendor **934 - Visalia Police Association**									
186	PD - Range Use & Hazardous Material Abatement Fees	Paid by Check #31325		05/25/2021	06/11/2021	06/11/2021		06/11/2021	2,575.00
		Vendor **934 - Visalia Police Association** Totals				Invoices	1		$2,575.00
Vendor **27 - The Visalia Times Delta**									
0003757375	Fy 20/21-Sportsplex-Advertisement for Sportsplex Coord Position	Paid by Check #31326		03/31/2021	06/11/2021	06/11/2021	06/07/2021	06/11/2021	599.00
		Vendor **27 - The Visalia Times Delta** Totals				Invoices	1		$599.00
Vendor **14 - W & E Electric**									
2105027	CHECK WELL 18	Paid by Check #31327		05/05/2021	06/11/2021	06/11/2021		06/11/2021	100.00
2105025	CHECK POWER TO WATER FOUNTAIN AT OLD COURTHOUSE	Paid by Check #31327		05/06/2021	06/11/2021	06/11/2021		06/11/2021	113.27
2105026	CHECK 2 WATER FOUNTAINS AT OLD COURTHOUSE	Paid by Check #31327		05/07/2021	06/11/2021	06/11/2021		06/11/2021	100.00
2105024	LIFT STATION, CRAWFORD & GERALD	Paid by Check #31327		05/10/2021	06/11/2021	06/11/2021		06/11/2021	100.00
2105115	CHECK GENERATOR AT 3 PUMPS	Paid by Check #31327		05/25/2021	06/11/2021	06/11/2021		06/11/2021	100.00

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			Vendor **14 - W & E Electric** Totals			Invoices	5		$513.27
Vendor **1280 - Willdan Engineering**									
00334623	BUILDING PLAN CHECKS	Paid by Check #31328		05/14/2021	06/11/2021	06/11/2021		06/11/2021	495.00
			Vendor **1280 - Willdan Engineering** Totals			Invoices	1		$495.00
Vendor **1067 - Yamabe & Horn Engineering Inc.**									
46757	Y&H Alta Nebraska Design	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	700.50
46758	Y&H Alta Nebraska ROW	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	1,837.50
46759	Y&H Subdivisions Eng Support	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	10,319.50
46760	Y&H Kern St Storm Drain	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	7,664.50
46761	Y&H Commercial Eng Support	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	875.75
46762	Y&H City Project Eng Support	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	53,863.00
46763	Y&H Roadwa Eng. Support	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	698.25
46771	Y&H Eng Services	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	7,137.75
46774	Y&H Building Official	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	3,283.00
46784	Y&H Kamm Alta Roundabout	Paid by Check #31329		05/20/2021	06/11/2021	06/11/2021		06/11/2021	1,065.75
			Vendor **1067 - Yamabe & Horn Engineering Inc.** Totals			Invoices	10		$87,445.50
Vendor **1313 - Yepez Plumbing**									
6939	730 S MYRTLE - TELESCOPE	Paid by Check #31330		05/28/2021	06/11/2021	06/11/2021		06/11/2021	448.00
			Vendor **1313 - Yepez Plumbing** Totals			Invoices	1		$448.00
Vendor **209 - Zweigle Septic Service**									
35686	PD - Hand-wash Station	Paid by Check #31331		06/07/2021	06/11/2021	06/11/2021		06/11/2021	65.00
			Vendor **209 - Zweigle Septic Service** Totals			Invoices	1		$65.00
			Grand Totals			Invoices	152		$929,114.49

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Vendor **348 - Administrative Solutions, Inc.**									
A1014762	Miscellaneous	Paid by Check #31333		06/10/2021	06/18/2021	06/18/2021		06/18/2021	250.00
		Vendor **348 - Administrative Solutions, Inc.** Totals				Invoices	1		$250.00
Vendor **1599 - Adventist Health Toxicology**									
1454	PD - May 2021 / Blood Alcohol Screening	Paid by Check #31334		06/02/2021	06/18/2021	06/18/2021		06/18/2021	1,027.00
		Vendor **1599 - Adventist Health Toxicology** Totals				Invoices	1		$1,027.00
Vendor **351 - Anthem Blue Cross**									
102307242I	Medders 975A79192	Paid by Check #31339		06/06/2021	06/18/2021	06/18/2021		06/18/2021	79.90
102310950I	Hartley 919M97599	Paid by Check #31338		06/06/2021	06/18/2021	06/18/2021		06/18/2021	79.90
102312711I	Harman 532W04713	Paid by Check #31335		06/06/2021	06/18/2021	06/18/2021		06/18/2021	79.90
102325925I	Tyler 299A24237	Paid by Check #31336		06/06/2021	06/18/2021	06/18/2021		06/18/2021	84.20
102326230I	Magyar 792A24403	Paid by Check #31337		06/06/2021	06/18/2021	06/18/2021		06/18/2021	84.20
		Vendor **351 - Anthem Blue Cross** Totals				Invoices	5		$408.10
Vendor **21 - Aramark Uniform Services Inc.**									
503000308893	Fy 20/21-Parks-Uniform services for week of 6/9/21	Paid by Check #31340		06/09/2021	06/18/2021	06/18/2021	06/10/2021	06/18/2021	29.36
		Vendor **21 - Aramark Uniform Services Inc.** Totals				Invoices	1		$29.36
Vendor **17 - AT&T**									
25012719616/21	Telephone	Paid by Check #31347		06/01/2021	06/18/2021	06/18/2021		06/18/2021	74.80
93910547436/21	Telephone	Paid by Check #31346		06/02/2021	06/18/2021	06/18/2021		06/18/2021	70.16
93910544706/21	6/10/2021	Paid by Check #31342		06/11/2021	06/18/2021	06/18/2021		06/18/2021	23.67
93910544716/21	6/10/2021	Paid by Check #31343		06/11/2021	06/18/2021	06/18/2021		06/18/2021	22.01
93910544796/21	6/10/2021	Paid by Check #31344		06/11/2021	06/18/2021	06/18/2021		06/18/2021	23.67
93910547426/21	6/10/2021	Paid by Check #31345		06/11/2021	06/18/2021	06/18/2021		06/18/2021	110.51
93910544626/21	DSC Telephone 5/11 - 6/10/21	Paid by Check #31341		06/11/2021	06/18/2021	06/18/2021		06/18/2021	77.12
		Vendor **17 - AT&T** Totals				Invoices	7		$401.94
Vendor **376 - BCS Consulting, LLC**									
2021111	IT Services	Paid by Check #31348		06/10/2021	06/18/2021	06/18/2021		06/18/2021	6,200.00
2021112	City Hall Outdoor Cameras	Paid by Check #31348		06/10/2021	06/18/2021	06/18/2021		06/18/2021	7,309.02
2021113	City Hall Wifi Access Points	Paid by Check #31348		06/14/2021	06/18/2021	06/18/2021		06/18/2021	1,136.00
		Vendor **376 - BCS Consulting, LLC** Totals				Invoices	3		$14,645.02
Vendor **105 - Best Uniforms**									
42694	PD - Uniform / Mariano Sanchez	Paid by Check #31349		06/03/2021	06/18/2021	06/18/2021		06/18/2021	1,413.12
42695	PD - Body Armor - M. Sanchez & R. Hernandez	Paid by Check #31349		06/03/2021	06/18/2021	06/18/2021		06/18/2021	1,941.39
42696	PD - Uniform / Ruben Hernandez	Paid by Check #31349		06/03/2021	06/18/2021	06/18/2021		06/18/2021	1,413.12
		Vendor **105 - Best Uniforms** Totals				Invoices	3		$4,767.63



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Vendor **822 - Boundtree Medical LLC**									
84083559	Supplies	Paid by Check #31350		06/04/2021	06/18/2021	06/18/2021		06/18/2021	505.48
		Vendor **822 - Boundtree Medical LLC** Totals				Invoices	1		$505.48
Vendor **80 - California Business Machines**									
274908	PD - Copier Maintenance Charges	Paid by Check #31351		06/10/2021	06/18/2021	06/18/2021		06/18/2021	401.72
		Vendor **80 - California Business Machines** Totals				Invoices	1		$401.72
Vendor **94 - California Public Employees Retirement**									
2021-00000460	31 - 457 - Employee CalPERS $*	Paid by EFT #1594		06/11/2021	06/15/2021	06/15/2021		06/15/2021	10,121.83
5/22-6/5/21	Payroll 5/22/21-6/5/21	Paid by EFT #1595		06/11/2021	06/15/2021	06/15/2021		06/15/2021	81,219.96
		Vendor **94 - California Public Employees Retirement** Totals				Invoices	2		$91,341.79
Vendor **381 - Cen Cal Distributing Inc.**									
259432	Contractual	Paid by Check #31352		05/01/2021	06/18/2021	06/18/2021		06/18/2021	3.50
259433	Contractual	Paid by Check #31352		05/17/2021	06/18/2021	06/18/2021		06/18/2021	90.00
		Vendor **381 - Cen Cal Distributing Inc.** Totals				Invoices	2		$93.50
Vendor **333 - Cintas Corporation No. 2**									
4083413591	Contractual	Paid by Check #31353		05/05/2021	06/18/2021	06/18/2021		06/18/2021	23.56
4083513686	Contractual	Paid by Check #31353		05/05/2021	06/18/2021	06/18/2021		06/18/2021	88.42
4083513695	Contractual	Paid by Check #31353		05/05/2021	06/18/2021	06/18/2021		06/18/2021	363.12
4083513715	Contractual	Paid by Check #31353		05/05/2021	06/18/2021	06/18/2021		06/18/2021	359.38
4083616348	Contractual	Paid by Check #31353		05/06/2021	06/18/2021	06/18/2021		06/18/2021	28.61
4083616382	Contractual	Paid by Check #31353		05/06/2021	06/18/2021	06/18/2021		06/18/2021	181.09
4084149391	Contractual	Paid by Check #31353		05/12/2021	06/18/2021	06/18/2021		06/18/2021	363.12
4084149572	Contractual	Paid by Check #31353		05/12/2021	06/18/2021	06/18/2021		06/18/2021	172.23
4084254111	Contractual	Paid by Check #31353		05/13/2021	06/18/2021	06/18/2021		06/18/2021	28.61
4084254198	Contractual	Paid by Check #31353		05/13/2021	06/18/2021	06/18/2021		06/18/2021	198.51
4084710200	Contractual	Paid by Check #31353		05/19/2021	06/18/2021	06/18/2021		06/18/2021	84.78
4084710213	Contractual	Paid by Check #31353		05/19/2021	06/18/2021	06/18/2021		06/18/2021	23.56
4084710265	Contractual	Paid by Check #31353		05/19/2021	06/18/2021	06/18/2021		06/18/2021	363.12
4084710342	Contractual	Paid by Check #31353		05/19/2021	06/18/2021	06/18/2021		06/18/2021	193.61
4084875597	Contractual	Paid by Check #31353		05/20/2021	06/18/2021	06/18/2021		06/18/2021	28.61
4084875725	Contractual	Paid by Check #31353		05/20/2021	06/18/2021	06/18/2021		06/18/2021	180.93
4085436890	Contractual	Paid by Check #31353		05/26/2021	06/18/2021	06/18/2021		06/18/2021	147.17
4085436984	Contractual	Paid by Check #31353		05/26/2021	06/18/2021	06/18/2021		06/18/2021	363.12
4085620719	Contractual	Paid by Check #31353		05/27/2021	06/18/2021	06/18/2021		06/18/2021	28.61
4085620738	Contractual	Paid by Check #31353		05/27/2021	06/18/2021	06/18/2021		06/18/2021	180.93
1902131953	PW	Paid by Check #31353		04/23/2021	06/18/2021	06/18/2021		06/18/2021	601.50
1902145134	PW	Paid by Check #31353		05/01/2021	06/18/2021	06/18/2021		06/18/2021	49.90
1902150871	PW	Paid by Check #31353		05/01/2021	06/18/2021	06/18/2021		06/18/2021	49.90
4083616356	PW	Paid by Check #31353		05/06/2021	06/18/2021	06/18/2021		06/18/2021	540.63



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4083616393	PW	Paid by Check #31353		05/06/2021	06/18/2021	06/18/2021		06/18/2021	66.58
4084254296	PW	Paid by Check #31353		05/13/2021	06/18/2021	06/18/2021		06/18/2021	64.15
4084254422	PW	Paid by Check #31353		05/13/2021	06/18/2021	06/18/2021		06/18/2021	640.96
4084875655	PW	Paid by Check #31353		05/20/2021	06/18/2021	06/18/2021		06/18/2021	64.15
4084875749	PW	Paid by Check #31353		05/20/2021	06/18/2021	06/18/2021		06/18/2021	549.54
4085620808	PW	Paid by Check #31353		05/27/2021	06/18/2021	06/18/2021		06/18/2021	64.15
1902213758	PW	Paid by Check #31353		05/28/2021	06/18/2021	06/18/2021		06/18/2021	154.43
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	31		$6,246.98
Vendor **170 - Comcast**									
0002177 5/27/21	1390 Elizabeth	Paid by Check #31354		05/27/2021	06/18/2021	06/18/2021		06/18/2021	83.33
0181138 5/27/21	180 W Merced	Paid by Check #31356		05/27/2021	06/18/2021	06/18/2021		06/18/2021	479.10
0135597 6/2/21	405 E El Monte	Paid by Check #31355		06/02/2021	06/18/2021	06/18/2021		06/18/2021	69.40
		Vendor **170 - Comcast** Totals				Invoices	3		$631.83
Vendor **1582 - Dell Financial Services LLC**									
80893929	Server	Paid by Check #31357		06/01/2021	06/18/2021	06/18/2021		06/18/2021	2,947.71
		Vendor **1582 - Dell Financial Services LLC** Totals				Invoices	1		$2,947.71
Vendor **720 - Dell Marketing L.P.**									
10485264931	Laptops - Ambulance	Paid by Check #31358		05/04/2021	06/18/2021	06/18/2021		06/18/2021	3,829.98
		Vendor **720 - Dell Marketing L.P.** Totals				Invoices	1		$3,829.98
Vendor **77 - Department of Justice**									
517380	PD - May 2021 Blood Alcohol Analysis	Paid by Check #31359		06/07/2021	06/18/2021	06/18/2021		06/18/2021	105.00
		Vendor **77 - Department of Justice** Totals				Invoices	1		$105.00
Vendor **85 - Dinuba Lions Club**									
June2021	PD - June 2021 Billing / Chief Popovich	Paid by Check #31360		06/14/2021	06/18/2021	06/18/2021		06/18/2021	47.00
		Vendor **85 - Dinuba Lions Club** Totals				Invoices	1		$47.00
Vendor **4 - Dinuba Lumber Company**									
272930	Maintenance	Paid by Check #31361		05/01/2021	06/18/2021	06/18/2021		06/18/2021	6.42
273694	Maintenance	Paid by Check #31361		05/03/2021	06/18/2021	06/18/2021		06/18/2021	40.03
273812	Maintenance	Paid by Check #31361		05/03/2021	06/18/2021	06/18/2021		06/18/2021	25.38
273816	Maintenance	Paid by Check #31361		05/03/2021	06/18/2021	06/18/2021		06/18/2021	123.51
273826	Maintenance	Paid by Check #31361		05/03/2021	06/18/2021	06/18/2021		06/18/2021	9.17
274000	Maintenance	Paid by Check #31361		05/03/2021	06/18/2021	06/18/2021		06/18/2021	4.82
274153	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	47.00
274156	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	125.81
274159	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	6.24
274189	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	57.60



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274288	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	15.61
274297	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	7.80
274298	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	7.80
274317	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	(7.80)
274324	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	23.85
284328	Maintenance	Paid by Check #31361		05/04/2021	06/18/2021	06/18/2021		06/18/2021	1.93
274645	Maintenance	Paid by Check #31361		05/05/2021	06/18/2021	06/18/2021		06/18/2021	52.26
274766	Maintenance	Paid by Check #31361		05/05/2021	06/18/2021	06/18/2021		06/18/2021	17.15
275000	Maintenance	Paid by Check #31361		05/05/2021	06/18/2021	06/18/2021		06/18/2021	22.79
275008	Maintenance	Paid by Check #31361		05/05/2021	06/18/2021	06/18/2021		06/18/2021	13.44
275038	Maintenance	Paid by Check #31361		05/05/2021	06/18/2021	06/18/2021		06/18/2021	41.51
275235	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	10.76
275277	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	3.98
275291	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	1.75
275307	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	213.12
275419	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	57.53
275501	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	24.24
275538	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	65.97
275564	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	30.26
275565	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	5.25
275593	Maintenance	Paid by Check #31361		05/06/2021	06/18/2021	06/18/2021		06/18/2021	65.28
275824	Maintenance	Paid by Check #31361		05/07/2021	06/18/2021	06/18/2021		06/18/2021	9.74
275839	Maintenance	Paid by Check #31361		05/07/2021	06/18/2021	06/18/2021		06/18/2021	9.36
275841	Maintenance	Paid by Check #31361		05/07/2021	06/18/2021	06/18/2021		06/18/2021	5.59
275844	Maintenance	Paid by Check #31361		05/07/2021	06/18/2021	06/18/2021		06/18/2021	19.49
275961	Maintenance	Paid by Check #31361		05/07/2021	06/18/2021	06/18/2021		06/18/2021	9.36
275970	Maintenance	Paid by Check #31361		05/07/2021	06/18/2021	06/18/2021		06/18/2021	24.40
276444	Maintenance	Paid by Check #31361		05/08/2021	06/18/2021	06/18/2021		06/18/2021	17.95
277156	Maintenance	Paid by Check #31361		05/10/2021	06/18/2021	06/18/2021		06/18/2021	6.82
277222	Maintenance	Paid by Check #31361		05/10/2021	06/18/2021	06/18/2021		06/18/2021	51.04
277436	Maintenance	Paid by Check #31361		05/10/2021	06/18/2021	06/18/2021		06/18/2021	14.64
277693	Maintenance	Paid by Check #31361		05/11/2021	06/18/2021	06/18/2021		06/18/2021	16.46
277717	Maintenance	Paid by Check #31361		05/11/2021	06/18/2021	06/18/2021		06/18/2021	63.77
277723	Maintenance	Paid by Check #31361		05/11/2021	06/18/2021	06/18/2021		06/18/2021	7.69
278003	Maintenance	Paid by Check #31361		05/11/2021	06/18/2021	06/18/2021		06/18/2021	20.96
278213	Maintenance	Paid by Check #31361		05/12/2021	06/18/2021	06/18/2021		06/18/2021	16.39
278286	Maintenance	Paid by Check #31361		05/12/2021	06/18/2021	06/18/2021		06/18/2021	7.68
278520	Maintenance	Paid by Check #31361		05/12/2021	06/18/2021	06/18/2021		06/18/2021	49.05
278542	Maintenance	Paid by Check #31361		05/12/2021	06/18/2021	06/18/2021		06/18/2021	(.29)
278721	Maintenance	Paid by Check #31361		05/13/2021	06/18/2021	06/18/2021		06/18/2021	17.53
278731	Maintenance	Paid by Check #31361		05/13/2021	06/18/2021	06/18/2021		06/18/2021	(23.52)
278760	Maintenance	Paid by Check #31361		05/13/2021	06/18/2021	06/18/2021		06/18/2021	6.24



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278763	Maintenance	Paid by Check #31361		05/13/2021	06/18/2021	06/18/2021		06/18/2021	9.31
278764	Maintenance	Paid by Check #31361		05/13/2021	06/18/2021	06/18/2021		06/18/2021	29.27
279356	Maintenance	Paid by Check #31361		05/14/2021	06/18/2021	06/18/2021		06/18/2021	71.83
279448	Maintenance	Paid by Check #31361		05/14/2021	06/18/2021	06/18/2021		06/18/2021	3.82
279844	Maintenance	Paid by Check #31361		05/15/2021	06/18/2021	06/18/2021		06/18/2021	10.24
280733	Maintenance	Paid by Check #31361		05/17/2021	06/18/2021	06/18/2021		06/18/2021	3.56
280896	Maintenance	Paid by Check #31361		05/17/2021	06/18/2021	06/18/2021		06/18/2021	9.17
281053	Maintenance	Paid by Check #31361		05/17/2021	06/18/2021	06/18/2021		06/18/2021	20.50
281055	Maintenance	Paid by Check #31361		05/17/2021	06/18/2021	06/18/2021		06/18/2021	199.83
281284	Maintenance	Paid by Check #31361		05/18/2021	06/18/2021	06/18/2021		06/18/2021	34.75
281323	Maintenance	Paid by Check #31361		05/18/2021	06/18/2021	06/18/2021		06/18/2021	39.53
281383	Maintenance	Paid by Check #31361		05/18/2021	06/18/2021	06/18/2021		06/18/2021	20.50
281396	Maintenance	Paid by Check #31361		05/18/2021	06/18/2021	06/18/2021		06/18/2021	26.30
281421	Maintenance	Paid by Check #31361		05/18/2021	06/18/2021	06/18/2021		06/18/2021	71.25
281603	Maintenance	Paid by Check #31361		05/18/2021	06/18/2021	06/18/2021		06/18/2021	124.31
281609	Maintenance	Paid by Check #31361		05/18/2021	06/18/2021	06/18/2021		06/18/2021	19.04
281807	Maintenance	Paid by Check #31361		05/19/2021	06/18/2021	06/18/2021		06/18/2021	6.62
281816	Maintenance	Paid by Check #31361		05/19/2021	06/18/2021	06/18/2021		06/18/2021	41.87
281862	Maintenance	Paid by Check #31361		05/19/2021	06/18/2021	06/18/2021		06/18/2021	7.79
281879	Maintenance	Paid by Check #31361		05/19/2021	06/18/2021	06/18/2021		06/18/2021	6.62
282121	Maintenance	Paid by Check #31361		05/19/2021	06/18/2021	06/18/2021		06/18/2021	22.46
282315	Maintenance	Paid by Check #31361		05/20/2021	06/18/2021	06/18/2021		06/18/2021	17.65
282337	Maintenance	Paid by Check #31361		05/20/2021	06/18/2021	06/18/2021		06/18/2021	10.24
282562	Maintenance	Paid by Check #31361		05/20/2021	06/18/2021	06/18/2021		06/18/2021	196.90
282729	Maintenance	Paid by Check #31361		05/20/2021	06/18/2021	06/18/2021		06/18/2021	44.91
282805	Maintenance	Paid by Check #31361		05/21/2021	06/18/2021	06/18/2021		06/18/2021	25.38
282920	Maintenance	Paid by Check #31361		05/21/2021	06/18/2021	06/18/2021		06/18/2021	5.31
283081	Maintenance	Paid by Check #31361		05/21/2021	06/18/2021	06/18/2021		06/18/2021	21.94
283317	Maintenance	Paid by Check #31361		05/22/2021	06/18/2021	06/18/2021		06/18/2021	20.93
283753	Maintenance	Paid by Check #31361		05/23/2021	06/18/2021	06/18/2021		06/18/2021	10.24
284096	Maintenance	Paid by Check #31361		05/24/2021	06/18/2021	06/18/2021		06/18/2021	22.71
284123	Maintenance	Paid by Check #31361		05/24/2021	06/18/2021	06/18/2021		06/18/2021	16.33
284138	Maintenance	Paid by Check #31361		05/24/2021	06/18/2021	06/18/2021		06/18/2021	25.75
284210	Maintenance	Paid by Check #31361		05/24/2021	06/18/2021	06/18/2021		06/18/2021	(.76)
284327	Maintenance	Paid by Check #31361		05/24/2021	06/18/2021	06/18/2021		06/18/2021	21.69
284565	Maintenance	Paid by Check #31361		05/25/2021	06/18/2021	06/18/2021		06/18/2021	19.97
284576	Maintenance	Paid by Check #31361		05/25/2021	06/18/2021	06/18/2021		06/18/2021	148.81
284583	Maintenance	Paid by Check #31361		05/25/2021	06/18/2021	06/18/2021		06/18/2021	9.17
284622	Maintenance	Paid by Check #31361		05/25/2021	06/18/2021	06/18/2021		06/18/2021	3.79
284625	Maintenance	Paid by Check #31361		05/25/2021	06/18/2021	06/18/2021		06/18/2021	2.75
284696	Maintenance	Paid by Check #31361		05/25/2021	06/18/2021	06/18/2021		06/18/2021	14.34
284840	Maintenance	Paid by Check #31361		05/25/2021	06/18/2021	06/18/2021		06/18/2021	28.79



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
285030	Maintenance	Paid by Check #31361		05/26/2021	06/18/2021	06/18/2021		06/18/2021	32.21
285033	Maintenance	Paid by Check #31361		05/26/2021	06/18/2021	06/18/2021		06/18/2021	16.38
285057	Maintenance	Paid by Check #31361		05/26/2021	06/18/2021	06/18/2021		06/18/2021	32.30
285077	Maintenance	Paid by Check #31361		05/26/2021	06/18/2021	06/18/2021		06/18/2021	41.41
285343	Maintenance	Paid by Check #31361		05/26/2021	06/18/2021	06/18/2021		06/18/2021	79.39
285502	Maintenance	Paid by Check #31361		05/27/2021	06/18/2021	06/18/2021		06/18/2021	10.25
285513	Maintenance	Paid by Check #31361		05/27/2021	06/18/2021	06/18/2021		06/18/2021	30.26
285523	Maintenance	Paid by Check #31361		05/27/2021	06/18/2021	06/18/2021		06/18/2021	(10.25)
285558	Maintenance	Paid by Check #31361		05/27/2021	06/18/2021	06/18/2021		06/18/2021	18.03
285589	Maintenance	Paid by Check #31361		05/27/2021	06/18/2021	06/18/2021		06/18/2021	35.11
285596	Maintenance	Paid by Check #31361		05/27/2021	06/18/2021	06/18/2021		06/18/2021	11.65
285700	Maintenance	Paid by Check #31361		05/27/2021	06/18/2021	06/18/2021		06/18/2021	101.01
285978	Maintenance	Paid by Check #31361		05/28/2021	06/18/2021	06/18/2021		06/18/2021	11.50
285980	Maintenance	Paid by Check #31361		05/28/2021	06/18/2021	06/18/2021		06/18/2021	(11.50)
285982	Maintenance	Paid by Check #31361		05/28/2021	06/18/2021	06/18/2021		06/18/2021	11.50
286057	Maintenance	Paid by Check #31361		05/28/2021	06/18/2021	06/18/2021		06/18/2021	20.48
286058	Maintenance	Paid by Check #31361		05/28/2021	06/18/2021	06/18/2021		06/18/2021	9.20
286087	Maintenance	Paid by Check #31361		05/28/2021	06/18/2021	06/18/2021		06/18/2021	43.92
286617	Maintenance	Paid by Check #31361		05/29/2021	06/18/2021	06/18/2021		06/18/2021	10.58
286821	Maintenance	Paid by Check #31361		05/29/2021	06/18/2021	06/18/2021		06/18/2021	8.19
283968	Maintenance	Paid by Check #31361		05/30/2021	06/18/2021	06/18/2021		06/18/2021	15.52
287111	Maintenance	Paid by Check #31361		05/30/2021	06/18/2021	06/18/2021		06/18/2021	48.30
		Vendor **4 - Dinuba Lumber Company** Totals				Invoices	116		$3,481.66
Vendor **36 - Ewing Irrigation Products**									
14460068	Fy 20/21-Parks-Nozzles & Rotators	Paid by Check #31362		06/11/2021	06/18/2021	06/18/2021	06/14/2021	06/18/2021	109.81
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices	1		$109.81
Vendor **18 - The Gas Company**									
099015580086/21	405 E El Monte	Paid by Check #31370		06/07/2021	06/18/2021	06/18/2021		06/18/2021	22.13
162015800046/21	June 2021	Paid by Check #31366		06/07/2021	06/18/2021	06/18/2021		06/18/2021	22.13
126315560036/21	DSC - Gas 5/4 - 6/3/21	Paid by Check #31363		06/07/2021	06/18/2021	06/18/2021		06/18/2021	22.10
162015670016/21	1390 Elizabeth	Paid by Check #31364		06/07/2021	06/18/2021	06/18/2021		06/18/2021	14.79
183098544976/21	PD - 05/04/2021 - 06/03/2021 Billing Charges	Paid by Check #31365		06/07/2021	06/18/2021	06/18/2021		06/18/2021	38.25
086574247126/21	PW	Paid by Check #31367		06/07/2021	06/18/2021	06/18/2021		06/18/2021	5,257.47
164115670076/21	110 S College	Paid by Check #31369		06/07/2021	06/18/2021	06/18/2021		06/18/2021	33.86
168351381876/21	180 W Merced	Paid by Check #31368		06/07/2021	06/18/2021	06/18/2021		06/18/2021	1.57
		Vendor **18 - The Gas Company** Totals				Invoices	8		$5,412.30
Vendor **1412 - Hands in the Community**									
2021 FreedomFest	FY 21/22	Paid by Check #31371		06/09/2021	06/18/2021	06/18/2021		06/18/2021	2,000.00

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		Vendor **1412 - Hands in the Community** Totals				Invoices	1		$2,000.00
Vendor **139 - Henry Schein Inc.**									
94570094	Supplies	Paid by Check #31372		06/04/2021	06/18/2021	06/18/2021		06/18/2021	2,231.37
94624733	Supplies	Paid by Check #31372		06/08/2021	06/18/2021	06/18/2021		06/18/2021	145.32
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	2		$2,376.69
Vendor **974 - InfoSend, Inc.**									
191949	May 2021 Delinquent Notice Print & Mail	Paid by Check #31373		05/31/2021	06/18/2021	06/18/2021		06/18/2021	289.01
		Vendor **974 - InfoSend, Inc.** Totals				Invoices	1		$289.01
Vendor **440 - Johnson Controls Security Solutions**									
35401258C	Fy 20/21-Sportsplex-Repairs on 1/31/21	Paid by Check #31374		01/31/2021	06/18/2021	06/18/2021	06/11/2021	06/18/2021	858.97
		Vendor **440 - Johnson Controls Security Solutions** Totals				Invoices	1		$858.97
Vendor **796 - L.N. Curtis & Sons**									
INV493376	Equipment	Paid by Check #31375		05/26/2021	06/18/2021	06/18/2021		06/18/2021	874.88
		Vendor **796 - L.N. Curtis & Sons** Totals				Invoices	1		$874.88
Vendor **160 - Mid Valley Publishing Inc.**									
0323168-IN	Landscape Lighting	Paid by Check #31376		05/20/2021	06/18/2021	06/18/2021		06/18/2021	550.00
0323170-IN	Public Hearing/Budget 21/22	Paid by Check #31376		05/27/2021	06/18/2021	06/18/2021		06/18/2021	105.00
0015785 2021	FY 21/22	Paid by Check #31376		06/03/2021	06/18/2021	06/18/2021		06/18/2021	25.00
		Vendor **160 - Mid Valley Publishing Inc.** Totals				Invoices	3		$680.00
Vendor **271 - Modern Marketing Inc.**									
MMI141588	PD - Shield Shape Stickers	Paid by Check #31377		06/09/2021	06/18/2021	06/18/2021		06/18/2021	1,093.91
		Vendor **271 - Modern Marketing Inc.** Totals				Invoices	1		$1,093.91
Vendor **884 - Napa Auto Parts**									
28491	Vehicles	Paid by Check #31378		05/04/2021	06/18/2021	06/18/2021		06/18/2021	10.84
28669	Vehicles	Paid by Check #31378		05/06/2021	06/18/2021	06/18/2021		06/18/2021	48.81
28723	Vehicles	Paid by Check #31378		05/07/2021	06/18/2021	06/18/2021		06/18/2021	248.49
28895	Vehicles	Paid by Check #31378		05/10/2021	06/18/2021	06/18/2021		06/18/2021	174.26
28914	Vehicles	Paid by Check #31378		05/10/2021	06/18/2021	06/18/2021		06/18/2021	349.09
29274	Vehicles	Paid by Check #31378		05/14/2021	06/18/2021	06/18/2021		06/18/2021	(331.07)
29275	Vehicles	Paid by Check #31378		05/14/2021	06/18/2021	06/18/2021		06/18/2021	57.41
29322	Vehicles	Paid by Check #31378		05/14/2021	06/18/2021	06/18/2021		06/18/2021	311.35
29334	Vehicles	Paid by Check #31378		05/14/2021	06/18/2021	06/18/2021		06/18/2021	(334.57)
29429	Vehicles	Paid by Check #31378		05/17/2021	06/18/2021	06/18/2021		06/18/2021	128.31
29454	Vehicles	Paid by Check #31378		05/18/2021	06/18/2021	06/18/2021		06/18/2021	67.17
29456	Vehicles	Paid by Check #31378		05/18/2021	06/18/2021	06/18/2021		06/18/2021	48.64
29459	Vehicles	Paid by Check #31378		05/18/2021	06/18/2021	06/18/2021		06/18/2021	(67.17)



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29631	Vehicles	Paid by Check #31378		05/19/2021	06/18/2021	06/18/2021		06/18/2021	25.37
29660	Vehicles	Paid by Check #31378		05/20/2021	06/18/2021	06/18/2021		06/18/2021	71.74
29681	Vehicles	Paid by Check #31378		05/20/2021	06/18/2021	06/18/2021		06/18/2021	11.92
29700	Vehicles	Paid by Check #31378		05/20/2021	06/18/2021	06/18/2021		06/18/2021	55.34
29718	Vehicles	Paid by Check #31378		05/20/2021	06/18/2021	06/18/2021		06/18/2021	16.60
29730	Vehicles	Paid by Check #31378		05/20/2021	06/18/2021	06/18/2021		06/18/2021	13.82
29734	Vehicles	Paid by Check #31378		05/20/2021	06/18/2021	06/18/2021		06/18/2021	7.58
29859	Vehicles	Paid by Check #31378		05/21/2021	06/18/2021	06/18/2021		06/18/2021	65.34
29865	Vehicles	Paid by Check #31378		05/21/2021	06/18/2021	06/18/2021		06/18/2021	46.44
29900	Vehicles	Paid by Check #31378		05/22/2021	06/18/2021	06/18/2021		06/18/2021	(90.56)
29902	Vehicles	Paid by Check #31378		05/22/2021	06/18/2021	06/18/2021		06/18/2021	55.34
29903	Vehicles	Paid by Check #31378		05/22/2021	06/18/2021	06/18/2021		06/18/2021	6.08
29904	Vehicles	Paid by Check #31378		05/22/2021	06/18/2021	06/18/2021		06/18/2021	10.82
29905	Vehicles	Paid by Check #31378		05/22/2021	06/18/2021	06/18/2021		06/18/2021	13.91
30141	Vehicles	Paid by Check #31378		05/26/2021	06/18/2021	06/18/2021		06/18/2021	40.96
30216	Vehicles	Paid by Check #31378		05/26/2021	06/18/2021	06/18/2021		06/18/2021	100.30
30231	Vehicles	Paid by Check #31378		05/27/2021	06/18/2021	06/18/2021		06/18/2021	106.97
30238	Vehicles	Paid by Check #31378		05/27/2021	06/18/2021	06/18/2021		06/18/2021	180.76
30289	Vehicles	Paid by Check #31378		05/27/2021	06/18/2021	06/18/2021		06/18/2021	42.86
		Vendor **884 - Napa Auto Parts** Totals				Invoices	32		$1,493.15
Vendor **142 - Office Depot BSD**									
176006354001	Office Supplies	Paid by Check #31379		06/01/2021	06/18/2021	06/18/2021		06/18/2021	213.45
		Vendor **142 - Office Depot BSD** Totals				Invoices	1		$213.45
Vendor **1708 - James Olvera**									
6/11/21	Anthem	Paid by Check #31380		06/11/2021	06/18/2021	06/18/2021		06/18/2021	79.90
		Vendor **1708 - James Olvera** Totals				Invoices	1		$79.90
Vendor **76 - Pacific Gas & Electric**									
233750151146/21	250	Paid by Check #31398		06/01/2021	06/18/2021	06/18/2021		06/18/2021	29.50
702272340396/21	1480 El Monte	Paid by Check #31399		06/01/2021	06/18/2021	06/18/2021		06/18/2021	397.13
900149822936/21	405 E El Monte	Paid by Check #31400		06/01/2021	06/18/2021	06/18/2021		06/18/2021	674.72
502221469095/21	Parkside Village	Paid by Check #31383		05/21/2021	06/18/2021	06/18/2021		06/18/2021	207.23
678266701755/21	Alice/North Way	Paid by Check #31382		05/21/2021	06/18/2021	06/18/2021		06/18/2021	110.82
159468019565/21	855 El Monte	Paid by Check #31381		05/27/2021	06/18/2021	06/18/2021		06/18/2021	208.85
687037607746/21	PD - 05/10/2021 - 06/08/2021 Billing Charges	Paid by Check #31384		06/09/2021	06/18/2021	06/18/2021		06/18/2021	22.17
594966555035/21	6675 Ave 412	Paid by Check #31392		05/24/2021	06/18/2021	06/18/2021		06/18/2021	29.64
864715010305/21	El Monte/Perry	Paid by Check #31395		05/28/2021	06/18/2021	06/18/2021		06/18/2021	52.73
168660015855/21	2255 El Monte	Paid by Check #31387		05/30/2021	06/18/2021	06/18/2021		06/18/2021	54.97
506469548395/21	Crawford/El Monte	Paid by Check #31391		05/30/2021	06/18/2021	06/18/2021		06/18/2021	92.99
898192338785/21	150 Saginaw	Paid by Check #31396		05/30/2021	06/18/2021	06/18/2021		06/18/2021	52.31

Accounts Payable Invoice Report

Payment Date Range 06/14/21 - 06/18/21
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
212523687136/21	1215 El Monte	Paid by Check #31388		06/01/2021	06/18/2021	06/18/2021		06/18/2021	28.38
839793222586/21	3481 El Monte	Paid by Check #31394		06/01/2021	06/18/2021	06/18/2021		06/18/2021	31.36
923705812636/21	2813 El Monte	Paid by Check #31397		06/01/2021	06/18/2021	06/18/2021		06/18/2021	28.81
057129638256/21	PW	Paid by Check #31385		06/02/2021	06/18/2021	06/18/2021		06/18/2021	111.06
141629409456/21	389 W El Monte	Paid by Check #31386		06/02/2021	06/18/2021	06/18/2021		06/18/2021	58.91
245914958176/21	PW	Paid by Check #31389		06/02/2021	06/18/2021	06/18/2021		06/18/2021	10,647.46
335464179666/21	KAMM/O	Paid by Check #31390		06/02/2021	06/18/2021	06/18/2021		06/18/2021	86.97
714934640946/21	Eu	Paid by Check #31393		06/02/2021	06/18/2021	06/18/2021		06/18/2021	3,119.03
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	20		$16,045.04
Vendor **7 - Pena's Disposal Services**									
6/21 for 5/21	June 2021 Monthly Disposal Charges for May 2021	Paid by Check #31401		06/18/2021	06/18/2021	06/18/2021		06/18/2021	121,636.85
July 2021	July 2021 Contract Disposal Payment	Paid by Check #31401		07/01/2021	06/18/2021	06/18/2021		06/18/2021	60,000.00
		Vendor **7 - Pena's Disposal Services** Totals				Invoices	2		$181,636.85
Vendor **1565 - Quadient Finance USA, Inc.**									
06/09/21	Postage	Paid by Check #31402		06/09/2021	06/18/2021	06/18/2021		06/18/2021	2,500.00
		Vendor **1565 - Quadient Finance USA, Inc.** Totals				Invoices	1		$2,500.00
Vendor **1700 - Noah Sanchez**									
Educ Reimb 6/21	Educational Reimbursement	Paid by Check #31403		04/15/2021	06/18/2021	06/18/2021		06/18/2021	140.00
		Vendor **1700 - Noah Sanchez** Totals				Invoices	1		$140.00
Vendor **1691 - Silver & Wright LLP**									
27866	740 Harvard	Paid by Check #31404		06/01/2021	06/18/2021	06/18/2021		06/18/2021	1,968.76
		Vendor **1691 - Silver & Wright LLP** Totals				Invoices	1		$1,968.76
Vendor **434 - Target Solutions**									
INV25684	7/1/2021 - 6/30/2022 TS Premier	Paid by Check #31405		07/01/2021	06/18/2021	06/18/2021		06/18/2021	3,735.65
INV25716	7/1/2021 - 6/30/2022 TSCHECKIT	Paid by Check #31405		07/01/2021	06/18/2021	06/18/2021		06/18/2021	2,997.95
		Vendor **434 - Target Solutions** Totals				Invoices	2		$6,733.60
Vendor **189 - Terminix International**									
408425183	405 E El Monte	Paid by Check #31406		05/21/2021	06/18/2021	06/18/2021		06/18/2021	63.00
		Vendor **189 - Terminix International** Totals				Invoices	1		$63.00
Vendor **902 - Tractor Supply Credit Plan**									
0027 5/30/21	Supplies	Paid by Check #31407		05/30/2021	05/30/2021	06/18/2021		06/18/2021	27.11
		Vendor **902 - Tractor Supply Credit Plan** Totals				Invoices	1		$27.11
Vendor **1736 - Andrew Trevino**									
07032021 #2	Fy 20/21-SE-Entertainment band deposit for 7/3/21 fireworks show	Paid by Check #31408		05/27/2021	06/18/2021	06/18/2021	06/08/2021	06/18/2021	300.00

Accounts Payable Invoice Report

Payment Date Range 06/14/21 - 06/18/21
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
07032021 #1	Fy 20/21-SE-Sound & Lighting deposit for 7/3/21 fireworks show	Paid by Check #31408		06/11/2021	06/18/2021	06/18/2021	06/11/2021	06/18/2021	400.00
			Vendor **1736 - Andrew Trevino** Totals			Invoices	2		$700.00
Vendor **49 - Tulare County**									
18488	Fy 20/21-Parks-Double sided sign for Disc Golf Course	Paid by Check #31409		06/09/2021	06/18/2021	06/18/2021	06/09/2021	06/18/2021	393.29
			Vendor **49 - Tulare County** Totals			Invoices	1		$393.29
Vendor **296 - Tulare Kings Veterinary Emergency**									
145499	PD - Emergency & Euthanasia Fee	Paid by Check #31410		05/15/2021	06/18/2021	06/18/2021		06/18/2021	115.00
			Vendor **296 - Tulare Kings Veterinary Emergency** Totals			Invoices	1		$115.00
Vendor **964 - University of California, Davis**									
T2100935	PD - Rabies Exam	Paid by Check #31411		06/01/2021	06/18/2021	06/18/2021		06/18/2021	97.50
			Vendor **964 - University of California, Davis** Totals			Invoices	1		$97.50
Vendor **192 - UNUM Life Insurance Company of America**									
7/1/21-7/31/21	0537123-001	Paid by Check #31412		06/09/2021	06/18/2021	06/18/2021		06/18/2021	11,517.26
			Vendor **192 - UNUM Life Insurance Company of America** Totals			Invoices	1		$11,517.26
Vendor **273 - US Bank**									
444952840	City Hall/Parks	Paid by Check #31413		06/03/2021	06/18/2021	06/18/2021		06/18/2021	1,876.87
6/4/21	Safe Drinking Water	Paid by EFT #1599		06/04/2021	06/14/2021	06/14/2021		06/14/2021	224,124.99
			Vendor **273 - US Bank** Totals			Invoices	2		$226,001.86
Vendor **359 - Valero Marketing & Supply Company**									
72245054	May 2021	Paid by EFT #1597		06/06/2021	06/18/2021	06/18/2021		06/18/2021	6,245.34
72236818	PD - 05/07/2021 - 06/06/2021 Fuel Charges	Paid by Check #31414		06/06/2021	06/18/2021	06/18/2021		06/18/2021	8,972.31
72236023	Fuel	Paid by EFT #1596		06/06/2021	06/18/2021	06/18/2021		06/18/2021	6,033.78
			Vendor **359 - Valero Marketing & Supply Company** Totals			Invoices	3		$21,251.43
Vendor **1434 - Vast Networks**									
28266	Internet	Paid by Check #31415		06/01/2021	06/18/2021	06/18/2021		06/18/2021	4,554.07
			Vendor **1434 - Vast Networks** Totals			Invoices	1		$4,554.07
Vendor **403 - Visalia Times-Delta**									
TD0054706 06/21	PD - June Service	Paid by Check #31416		06/01/2021	06/18/2021	06/18/2021		06/18/2021	23.00
			Vendor **403 - Visalia Times-Delta** Totals			Invoices	1		$23.00
Vendor **209 - Zweigle Septic Service**									
33124	Fy 20/21-SE-Rental of portable potties/wash from 6/4-7/23	Paid by Check #31417		06/04/2021	06/18/2021	06/18/2021	06/09/2021	06/18/2021	390.00
			Vendor **209 - Zweigle Septic Service** Totals			Invoices	1		$390.00

Accounts Payable Invoice Report

Payment Date Range 06/14/21 - 06/18/21
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **Vicenta Alejo**									
Refund fees	Fy 20/21-Refund on Aquatic Sessions for K.&K..Hernandez	Paid by Check #31418		06/01/2021	06/18/2021	06/18/2021	06/01/2021	06/18/2021	120.00
			Vendor **Vicenta Alejo** Totals			Invoices	1		$120.00
Vendor **Veronica Rodriguez**									
Refund fees	Refund for 2019 ASP credit @ Wilson schl-P/.Guerrero	Paid by Check #31419		06/02/2021	06/18/2021	06/18/2021	06/02/2021	06/18/2021	31.00
			Vendor **Veronica Rodriguez** Totals			Invoices	1		$31.00
Vendor **Indira Trevino**									
Refund fees	Fy 20/21-Refund on Aquatic Session #2 noon classes cncld by dept	Paid by Check #31420		06/04/2021	06/18/2021	06/18/2021	06/04/2021	06/18/2021	68.00
			Vendor **Indira Trevino** Totals			Invoices	1		$68.00
			Grand Totals			Invoices	280		$621,020.54

City Council Staff Report

Department: PUBLIC WORKS June 22, 2021

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Award Professional Services Agreement to RRM Design Group for Focused General Plan Update (IH)

RECOMMENDATION

Council award a professional services agreement with RRM Design Group for a Focused General Plan Update in the amount of $310,000 and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

The City was awarded two separate state planning grant to prepare a general plan update focused on creating more housing opportunities and evaluating the land uses around the new high school in the southwest quadrant of the City. The City released a Request for Proposals (RFP) for the preparation of the general plan update and two proposals were received. Upon review of the proposals, the selection committee is recommending that the City Council award a professional services agreement to RRM Design Group in the amount of $310,000 to prepare the Focused General Plan Update.

OUTSTANDING ISSUES

None.

DISCUSSION

The California housing crisis is well documented and has only been exacerbated in the last few months. In an effort to address some of these challenges the State legislature has created a couple of grant programs intended to accelerate housing production. Senate Bill 2 (SB2) established a permanent source of funding intended to increase the affordable housing stock in California and the Local Early Action

Planning Grants Program (LEAP) provided funding for the preparation and adoption of planning documents to increase housing production. The City applied for and was awarded $160,000 in SB2 funds and an additional $150,000 in LEAP funds for a total of $310,000.

On April 14, 2021 the City announced a Request for Proposals (RFP) for a Focused General Plan Update. The RFP description was identified as follows:

> *The focused Dinuba General Plan Update will primarily designate new areas for residential development in the community, particularly around the proposed new Dinuba High School in the southwest part of the City's sphere of influence, as well as the downtown area and several other locations. The focus of the update will be on the Land Use Element, with other elements reviewed and update as necessary to ensure they are consistent with the updated Land Use Element.*

Two proposals were received by the identified deadline:

RRM Design Group $310,000
QK $345,818

Both consultants meet minimum qualifications and would prepare a good document for the City. However, the proposal from RRM Design Group scored slightly higher based on the selection criteria identified in the RFP and the experience of the project team assigned to the project. Their innovative approach will be invaluable to the City's efforts to update some of it's land use designations. A copy of the proposal from RRM Design Group is enclosed herein as Attachment 'A'.

Staff hereby recommends that Council authorize the City Manager or Public Works Director to execute a professional services agreement with RRM Design Group for the preparation of a Focused General Plan Update in the amount of $310,000. A copy of the agreement is enclosed as Attachment 'B.

FISCAL IMPACT

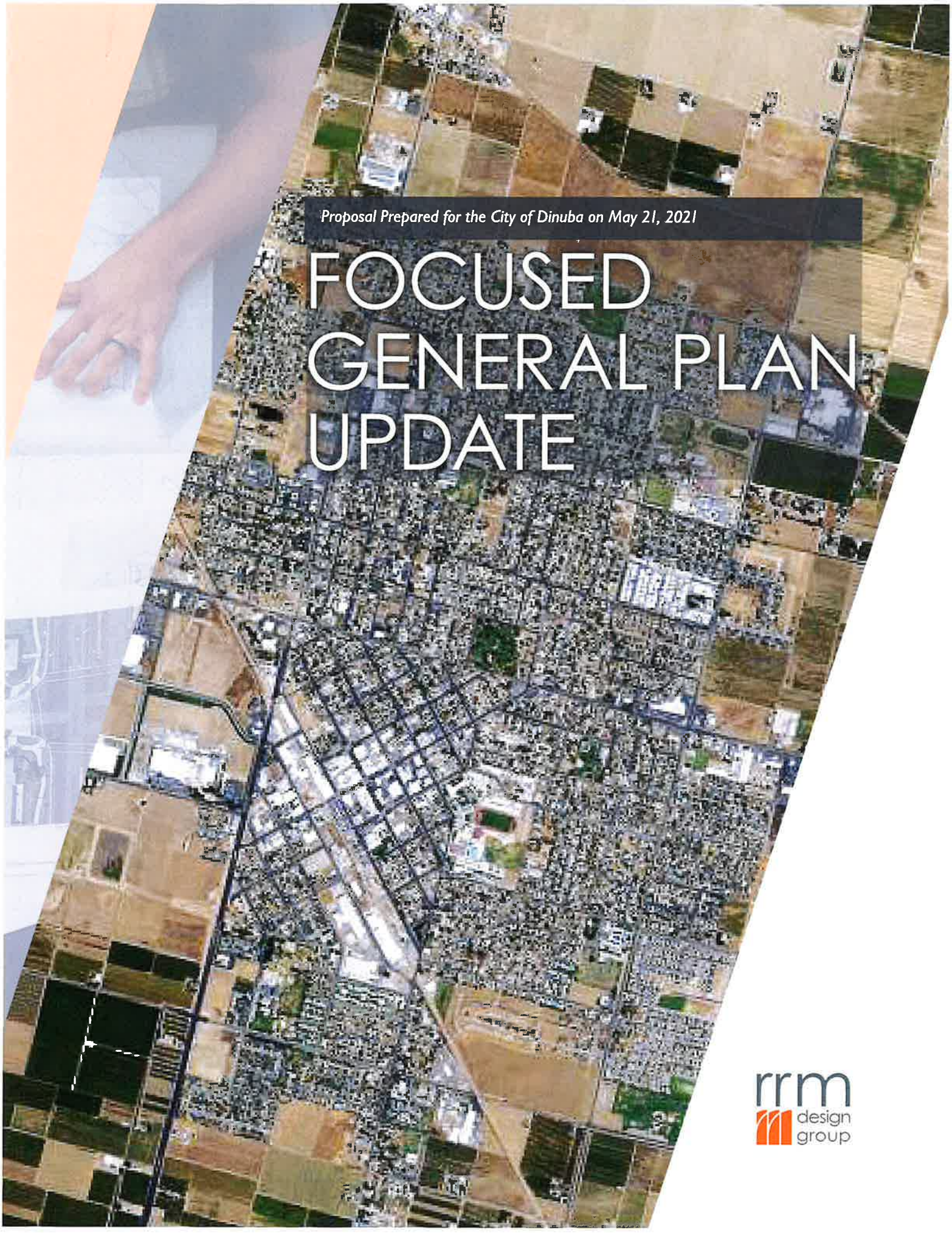
The total cost of the Focused General Plan Update is $310,000 and will be entirely funded with SB2 and LEAP grants.

PUBLIC HEARING

None.

ATTACHMENTS:

A. RRM Design Group Proposal
B. Agreement for Professional Consulting Services



Proposal Prepared for the City of Dinuba on May 21, 2021

FOCUSED GENERAL PLAN UPDATE

rrm design group

May 20, 2021

George Avila
Business Manager
City of Dinuba
Public Works Department
1088 E. Kamm Ave.
Dinuba, CA 93618

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CA 93401
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RE: FOCUSED GENERAL PLAN UPDATE

Dear Mr. Avila,

RRM Design Group is pleased to submit this proposal for the City of Dinuba's Focused General Plan Update. The City of Dinuba is a small farming community located in the San Joaquin Valley about halfway between San Francisco and Los Angeles. Over the past few decades, its population has continued to grow, and with it have come new economic opportunities beyond agriculture, such as commercial and industrial enterprises. With new growth, there are increasing demands for safe, affordable, and high-quality housing and amenities like parks and other public facilities. In addition, the City is committed to creating a healthier environment and looking for opportunities to improve the mobility of its citizens by improving vehicular circulation and alternative modes of transportation. Like the City's motto says, "Together, A Better Community," the General Plan provides the guidance to ensure that City goals are achieved through goals, objectives, and policies.

With these considerations in mind, we have assembled a team uniquely positioned for this assignment:

RRM has the experience...

RRM has been in business for over 45 years and has 141 employees in multiple disciplines. RRM's planners bring an extensive general plan, land use and community design project experience to deliver the requested Focused General Plan Amendments. We are strategic thinkers who have written dozens of comprehensive plans, general plans, specific plans, master plans, development codes and design manuals, each with an emphasis on ease of use, graphic clarity, and focus on implementation. Our understanding of how public policy affects land use and circulation decisions will provide a realistic approach to creating new policies oriented to implementation.

We have included other key team members...

In addition to RRM and its resources and experience, our team also includes local sub-consultants who will have important roles in the project. They include Crawford and Bowen to provide the necessary environmental document to assure compliance with the California Environmental Quality Act (CEQA) and GHD to focus on circulation topics focusing on mobility improvements and a Vehicle Miles Traveled (VMT) analysis.

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We believe in collaboration...

RRM works on projects throughout California and understands that each community has its character, setting, and goals. We look forward to hearing back from City staff, decision makers, and the community as to what they want the General Plan updates to include. We have outlined a preliminary community engagement approach tailored for this effort and are prepared to accommodate the need for ongoing social distancing. We welcome further refinement with the City staff.

We are enthusiastic about working on a project of such importance for the City of Dinuba and bringing our experiences, resources, and lessons learned from other communities to help you, your civic leaders, and citizens achieve your goals. In summary, our team enjoys working together, is available to begin work immediately, and is fully committed to dedicating time, key personnel, and resources for the project's duration. Please contact us if you have any comments or questions about our proposal.

Sincerely,
RRM Design Group

Jami Williams, CNU-A
Principal/Project Manager +
Primary Point of Contact
jawilliams@rrmdesign.com

Debbie Rudd, LEED AP
Principal-in-Charge

PROPOSAL FOR FOCUSED GENERAL PLAN UPDATE

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51	7 Attachments *Addendum No. 1* *Addendum No. 2* *Contract Deviations or Modifications*



GRAPHICS & PHOTOGRAPHS:

This document features images of RRM Design Group and its subconsultant partners' projects, the graphics and photos of which are owned and copyrighted by our respective firms. There are no stock photos or images of any kind used in this proposal.

ABOUT RRM DESIGN GROUP:

3765 South Higuera St., Ste. 102 • San Luis Obispo, CA 93401

p: (805) 543-1794 f: (805) 543-4609 • w: rrmdesign.com

California corporation • Leonard Grant, Architect C26973 • Robert Camacho, PE 76597 • Steven Webster, LS 7561 • Jeff Ferber, PLA 2844

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RRM PROJECT
Alhambra General Plan Update 2015

Section

I

COMPANY QUALIFICATIONS

Proposal for Focused General Plan Update



rrm

FIRM PROFILE | *RRM Design Group*

RRM exists because we love creating environments people enjoy. That is what got us into the business over 45 years ago, and it is why we continue to thrive today. Our architects and landscape architects, engineers, surveyors, and planners work with our clients and their communities to create the parks our children play in, the roads we drive down on our way to work, the neighborhoods we come home to, and the fire stations that keep our communities safe.

Our work culture emphasizes collaboration, frequent communication, and accessibility. We're a close partner with our clients, helping them understand and navigate through the project lifecycle. Whether your project is public or private, commercial or residential, we listen, we design, and we deliver. On time. On budget. Since 1974.

RRM is a California corporation that is a 100% employee-owned award-winning design firm of architects, engineers, landscape architects, planners, surveyors, and LEED® accredited professionals.





PERSONNEL BY DISCIPLINE

141 *professionals on staff at RRM Design Group in* 6 *core disciplines:*

27	California Licensed Architects
28	Architecture Designers
9	California Licensed Civil Engineers
3	California Licensed Structural Engineers
14	Engineering Designers
16	California Licensed Landscape Architects
9	Landscape Designers
10	Community & Urban Planners
1	Licensed Surveyor
4	Surveying Technicians
24	Administrative Support Staff
20	*LEED® Accredited Professionals*
3	*Certified Planners (AICP)*
4	*Congress for New Urbanism Accredited Professionals*
1	*Bay-Friendly Qualified Professional*
1	*Envision Sustainable Professional*
1	*Certified Arborist*

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PRIMARY OFFICE OF WORK

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SAN JUAN CAPISTRANO
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San Juan Capistrano, CA 92675
p: (949) 361-7950
f: (949) 361-7955

SAN LEANDRO
325 Davis St.
San Leandro, CA 94577
p: (510) 751-4910
f: (510) 686-8831

SANTA BARBARA
10 East Figueroa St., Ste. 200
Santa Barbara, CA 93101
p: (805) 963-8283
f: (805) 963-8184

VENTURA
422 East Main St.
Ventura, CA 93001
p: (805) 652-2115
f: (805) 652-1532

WEBSITE
www.rrmdesign.com

RESOLUTION
OF THE BOARD OF DIRECTORS OF
RRM DESIGN GROUP
February 19, 2021

WHEREAS, the Trustee(s) of the RRM ESOP Trust elects the Board of Directors of the Corporation each year; and,

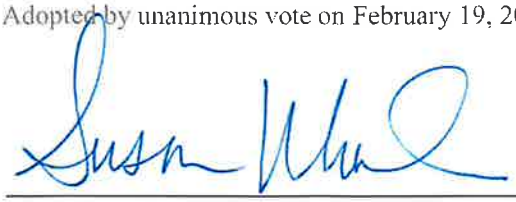
WHEREAS, the Board of Directors appoints the officers of the corporation at their first meeting of the year; and,

WHEREAS, the Board of Directors has appointed the corporate officers for 2021 as follows:

- **Chairman of the Board – Tim Walters, Senior Vice President, Board Member**
- **President/CEO – Erik Justesen, Senior Vice President, Board Member**
- **Secretary/Treasurer/COO – Susan Whalen, Senior Vice President, Board Member**
- **Vice Chair of the Board – Debbie Rudd, Senior Vice President, Board member**
- **Jeff Ferber, Senior Vice President, Board Member**
- **Mike Sherrod, Senior Vice President, Board Member**
- **Lenny Grant, Senior Vice President, Board Member**
- **Jami Williams, Senior Vice President, Board Member**
- **Lief McKay, Senior Vice President, Board Member**
- **Victor Montgomery, Vice President**
- **Detty Peikert, Vice President**
- **Mike Scott, Vice President**
- **Scott Martin, Vice President**
- **Robert Camacho, Vice President**
- **Diane Bathgate, Vice President**
- **Michael Hamilton, Vice President**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors conveys signing authority to the President and CEO, Chairman of the Board, Secretary/Treasurer and Corporate Directors (Board members) for all documents, agreements, loans and leases, and property title transfers on behalf of RRM Design Group, Inc. and extends signing authority for all service contracts to Senior Vice Presidents and Vice Presidents.

Adopted by unanimous vote on February 19, 2021.



Susan Whalen, Secretary/Treasurer/COO, Senior Vice President

RRM PROJECT

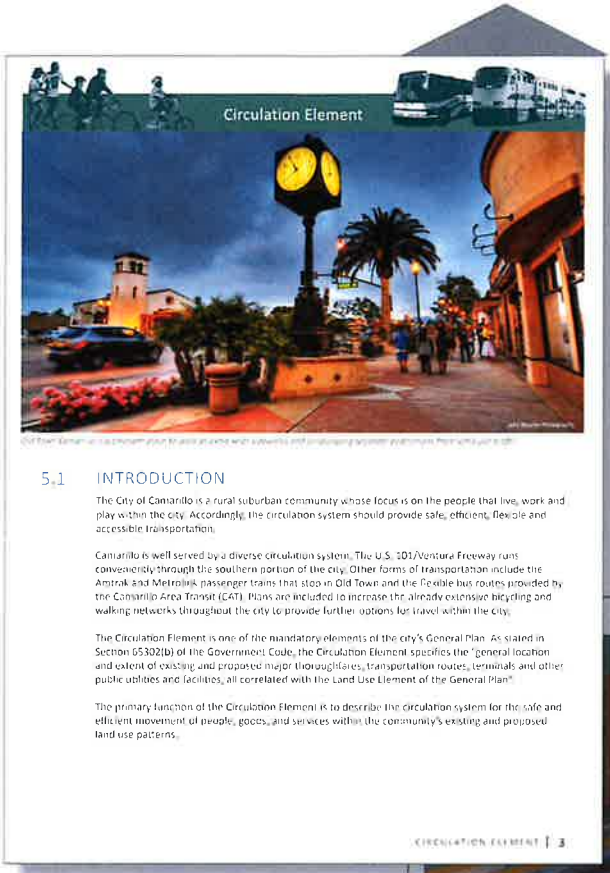
Camarillo Circulation Element and Community Design Element

Section

2

DISCIPLINE SPECIFIC EXPERIENCE

City of Banning | Focused Land Use and Circulation Elements General Plan Amendments


Circulation Element

5.1 INTRODUCTION

The City of Camarillo is a rural suburban community whose focus is on the people that live, work and play within the city. Accordingly, the circulation system should provide safe, efficient, flexible and accessible transportation.

Camarillo is well served by a diverse circulation system. The U.S. 101/Ventura Freeway runs conveniently through the southern portion of the city. Other forms of transportation include the Amtrak and Metrolink passenger trains that stop in Old Town and the flexible bus routes provided by the Camarillo Area Transit (CAT). Plans are included to increase the already extensive bicycling and walking networks throughout the city to provide further options for travel within the city.

The Circulation Element is one of the mandatory elements of the city's General Plan. As stated in Section 65302(b) of the Government Code, the Circulation Element specifies the "general location and extent of existing and proposed major thoroughfares, transportation routes, terminals and other public utilities and facilities, all correlated with the Land Use Element of the General Plan".

The primary function of the Circulation Element is to describe the circulation system for the safe and efficient movement of people, goods, and services within the community's existing and proposed land use patterns.

CIRCULATION ELEMENT | 3


Circulation Element

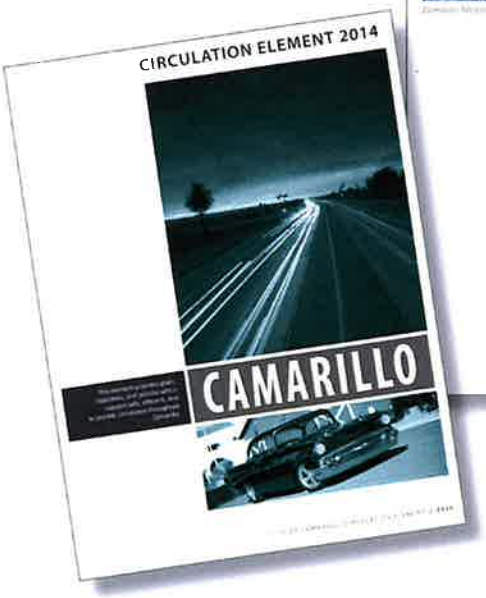
Correlation with Open Space Element

The Circulation Element correlates with the Open Space Element by ensuring that the goals of preservation of farmland and conservation of open space locations within the city and its environs is maintained by preserving the viability of the areas protected under greenbelt and open space policies. While transportation routes have been established to serve existing and future need, the plan does not include any new routes which may otherwise compromise the longevity of the protected greenbelts.

Correlation with Housing Element

Finally, the Circulation Element correlates with the Housing Element by ensuring that the Circulation Element adequately serves the needs of the existing residential units as well as the proposed for future housing needs. This is supported by maintaining a balance of housing, jobs, community services and open space.

CIRCULATION ELEMENT | 7



rrm

ONE: CAPTURING THE VISION







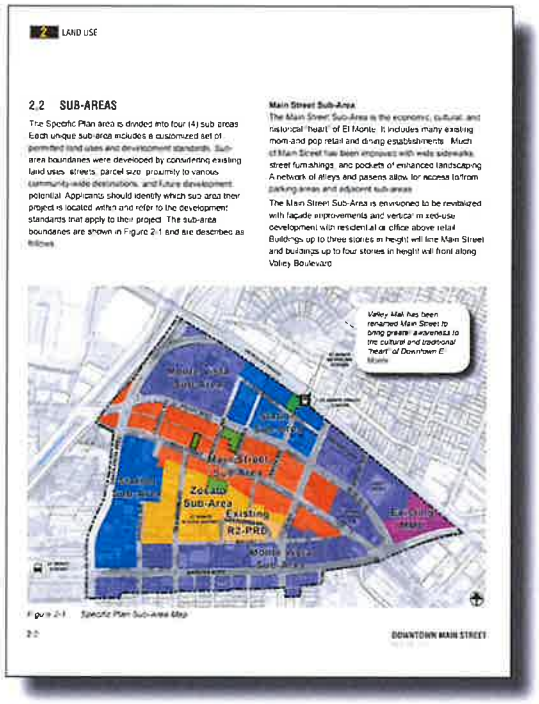




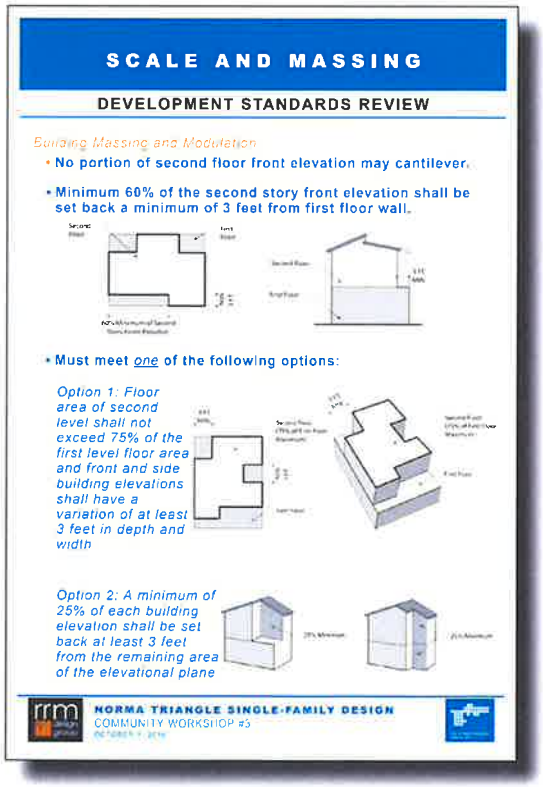
Clockwise from top: Azusa TOD General Plan/Development Code Update and Specific Plan, Camarillo Commons Strategic Plan, Fullerton Downtown Core & Corridors Specific Plan, El Corazon Specific Plan (Oceanside), Balboa Avenue Station Area Specific Plan (San Diego)

TWO: PREPARING THE PLAN









Clockwise from top: El Monte Downtown TOD Specific Plan, Norma Triangle Overlay District and Design Guidelines (West Hollywood), Santa Maria Downtown Specific Plan and Design Guidelines, Downtown Colton Development Code and Design Guidelines

THREE: UNDERSTANDING IMPLEMENTATION

A SAMPLING OF RRM'S BUILT WORK...













Clockwise from top left: Paseo Chapala Mixed-Use Development (Santa Barbara), Pier Avenue Streetscape (Hermosa Beach), Twelve Bridges Specific Plan (Lincoln), Claremont Village West Specific Plan and Design Guidelines (Claremont), Atascadero Big Bear Village Streetscape Improvements (Big Bear Lake)

A FRESH TAKE ON COMMUNITY ENGAGEMENT

Communication in our modern era has become increasingly distant, making effective and thorough engagement with communities and stakeholders more challenging. Our team utilizes a variety of methods to engage participants of diverse backgrounds, education levels, and abilities with a cross-platform approach that gives agencies the ability to listen, offer remote participation, and collect feedback from all voices in the community.

Bringing people together for a conversation: virtually + in-person

Utilizing virtual and in-person platforms, we'll help you engage with a broad cross-section of stakeholders

- *Project committee & key stakeholder interviews*
- *Community workshops*
- *Public hearings*
- *Open houses*



Engaging with Online tools

We'll help you engage with key demographics in a remote way

- *Virtual (Zoom) meetings*
- *Live and static surveys*
- *Pre-recorded meetings*
- *360 video site tours*
- *Live-streaming & Webinars*
- *Whiteboard & brainstorming tools*
- *Mobile applications*

Present-day methods of getting the word out

Increase participation through modern and current communication methods

- *Project website and branding*
- *Social media advertising*
- *Newsletters and e-blasts*
- *Mailers, flyers & business cards*
- *QR codes*
- *Community ambassadors*
- *Youth organizations*

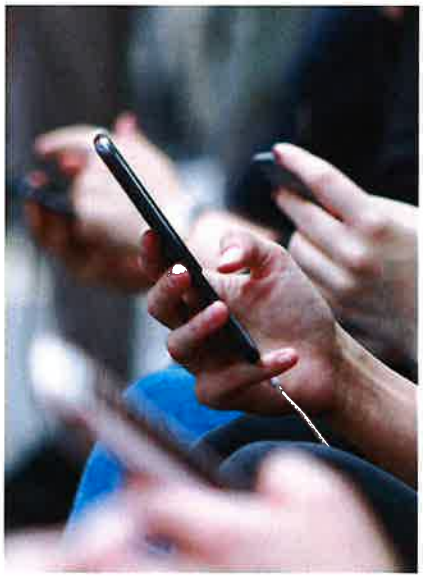




Hitting the streets at a safe social distance

Connect with stakeholders in places where they already are

- *Pop-up engagement*
- *Walking tours*
- *Student involvement*
- *Open houses*



Scan with camera app or click icon to learn more!











AMERICAN CANYON

GENERAL PLAN OPEN SPACE AND RECREATION ELEMENT

AMERICAN CANYON, CA

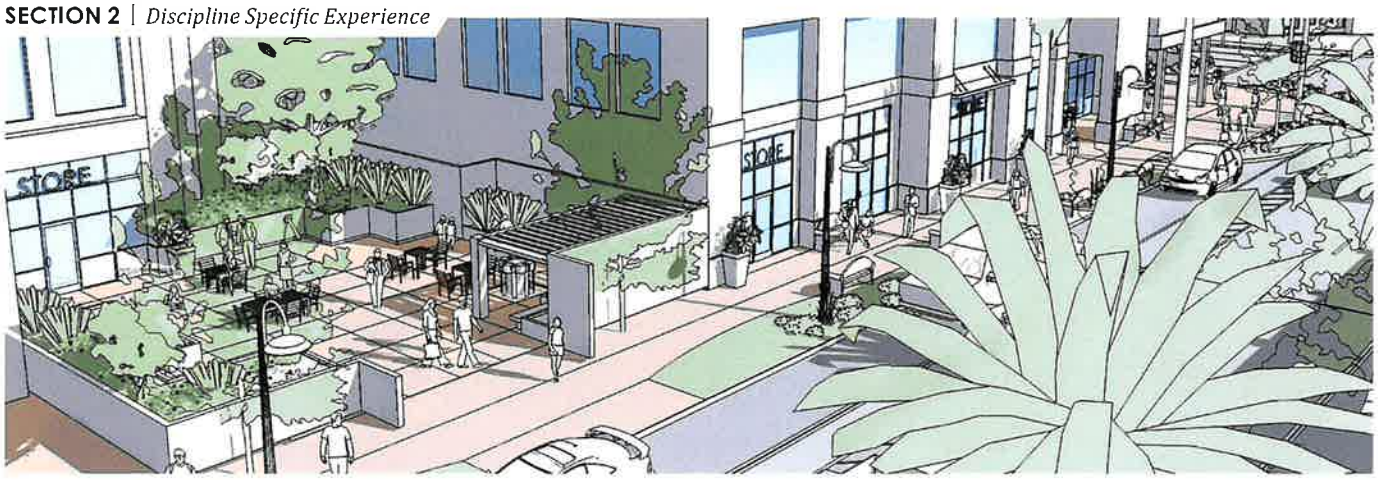
NOTABLE INFO & STATS:

Client: *City of American Canyon*
Project Timeline: *2019-Present*

RRM SERVICES PROVIDED:

Planning, Landscape Architecture

The community character and quality of life for American Canyon citizens are significantly shaped by open space, recreation and park amenities. RRM Design Group is taking the lead on developing the General Plan Open Space and Recreation Element. We are in the process of building from our recent work on the Clarke Ranch Master Plan and Watson Ranch Specific Plan to inform the process. The effort will result in a robust Element that is closer to a master plan level of detail to provide direction for future plans and projects. Recommendations will be developed in close collaboration with the community, advisory bodies and staff. The Element will address the wide variety of parks, trails, and open spaces serving the diverse recreation needs of American Canyon's residents and take into account the unique features of the City's natural environment – from the Newell Open Space to the east to the wetlands and trails to the west. Identification of companion implementation programs, such as partnerships and funding strategies, will be an integral feature.









LONG BEACH
GENERAL PLAN URBAN DESIGN AND NOISE ELEMENT UPDATES
LONG BEACH, CA

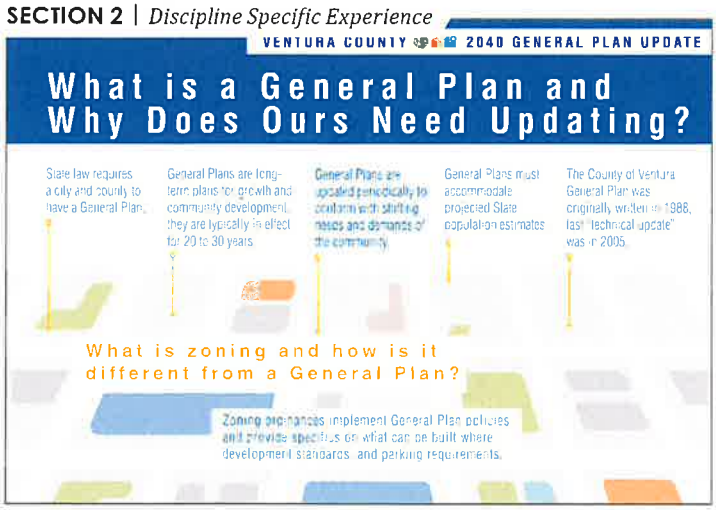
NOTABLE INFO AND STATS:
***Client**: City of Long Beach*
***Project Timeline:** 2011-2015*

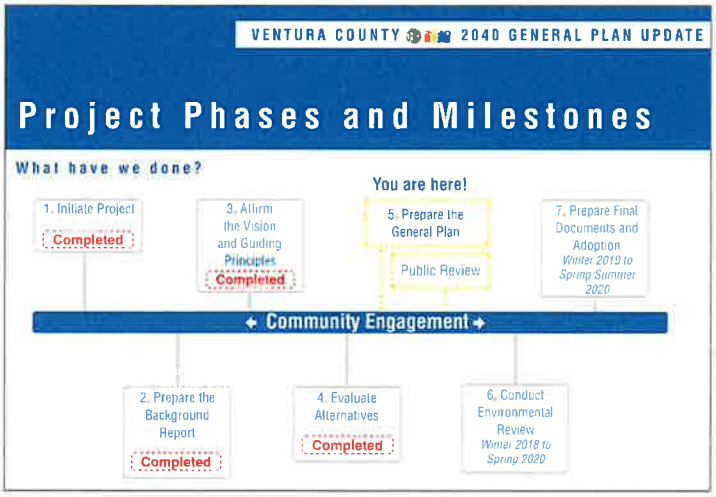
RRM SERVICES PROVIDED:
Planning, Architecture, Landscape Architecture

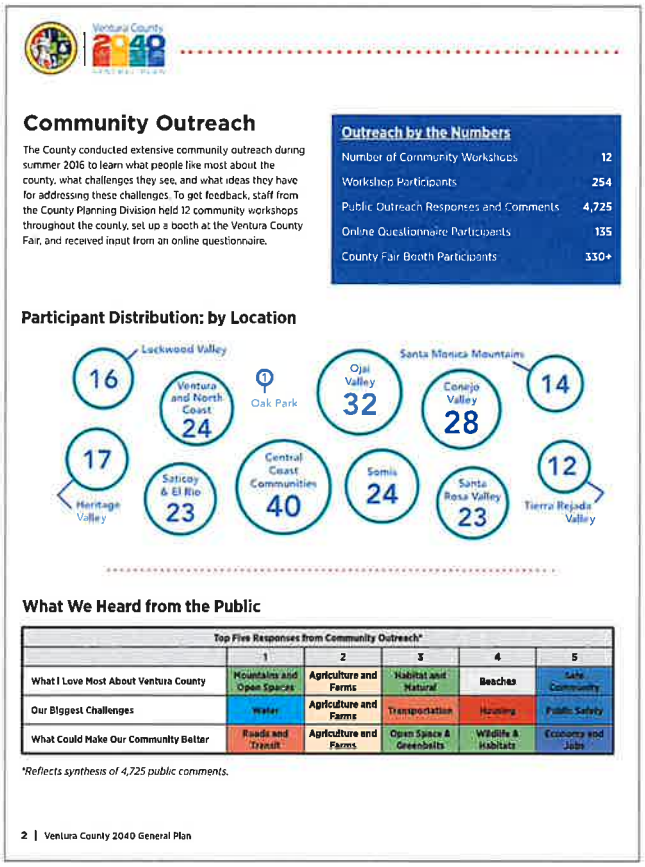
Award of Merit: Hard Won Victory - General Plan Outreach Process

APA Los Angeles, 2020

The City of Long Beach Department of Development Services hired RRM Design Group to assist with specialized planning services, including design review, special studies, peer reviews, and other similar tasks. As part of this contract, RRM has provided a significant amount of support to the General Plan Update process including, preparing the Urban Design Element and Noise Element, assisting with graphics and peer review of the Land Use Element, and facilitating an extensive multi-lingual outreach effort including surveys, pop-up events, traditional workshops, and informational campaigns to ensure community-driven Elements. The Urban Design Element outlines strategies and policies intended for long-term effects of incorporating sustainable design practices, promotion of health and wellness opportunities, appropriate transitions for infill development, protection of the existing neighborhood character, and creation of vibrant and active public spaces into development decisions. A variety of visual simulations and renderings were developed to depict improvements to the public realm and future development potential. RRM Design Group also developed a Parklet and Outdoor Dining Handbook that provides design guidelines and development standards to enhance the public realm with vibrant outdoor spaces that activate the street, foster social interaction, and improve pedestrian activity adjacent to businesses.







Community Outreach

The County conducted extensive community outreach during summer 2016 to learn what people like most about the county, what challenges they see, and what ideas they have for addressing these challenges. To get feedback, staff from the County Planning Division held 12 community workshops throughout the county, set up a booth at the Ventura County Fair, and received input from an online questionnaire.

Outreach by the Numbers

Number of Community Workshops	12
Workshop Participants	254
Public Outreach Responses and Comments	4,725
Online Questionnaire Participants	135
County Fair Booth Participants	330+

Participant Distribution: by Location

What We Heard from the Public

Top Five Responses from Community Outreach*					
	1	2	3	4	5
What I Love Most About Ventura County	Mountains and Open Spaces	Agriculture and Farms	Habitat and Natural	Beaches	Safe Community
Our Biggest Challenges	Water	Agriculture and Farms	Transportation	Housing	Public Safety
What Could Make Our Community Better	Roads and Transit	Agriculture and Farms	Open Space & Greenbelts	Wildlife & Habitats	Economy and Jobs

*Reflects synthesis of 4,725 public comments.

2 | Ventura County 2040 General Plan

VENTURA COUNTY
GENERAL PLAN CONTRACT PLANNING
VENTURA COUNTY, CA

NOTABLE INFO & STATS:
Client: County of Ventura
Project Timeline: *2019-Present*

RRM SERVICES PROVIDED:
Planning

Public Outreach Award of Excellence

- American Planning Association (APA), California Chapter, Central Coast Section, 2020

The County of Ventura, Resource Management Agency, Planning Division hired RRM Design Group to perform professional planning work in support of its General Plan Update. As part of this effort, RRM developed a branded design and conducted a peer review of the 2040 General Plan. Community engagement materials were developed in English and Spanish to serve workshops and focus group meetings, and a newsletter was produced to provide an overview of the project. RRM is also assisting the County with affordable housing inventory methodologies and strategies for compliance with RHNA (Regional Housing Needs Assessment) requirements. Future tasks may include data collection and analysis, report preparation, public contact and assistance, public workshop logistics, planning administration assistance, and other related duties necessary to meet the General Plan Update preparation objectives of the Planning Division.

"Part of the San Gabriel Valley New Generation Rotary group goals for this year included finding ways for young professions to use their talents to create a better community. RRM has been instrumental to our mission. I'm glad Alhambra has people like you leading the revitalization planning effort"

- Mauro A. Trejo, SGV New Generation Rotary President







ALHAMBRA
GENERAL PLAN UPDATE 2015
ALHAMBRA, CA

NOTABLE INFO AND STATS:

***Client**: City of Alhambra*

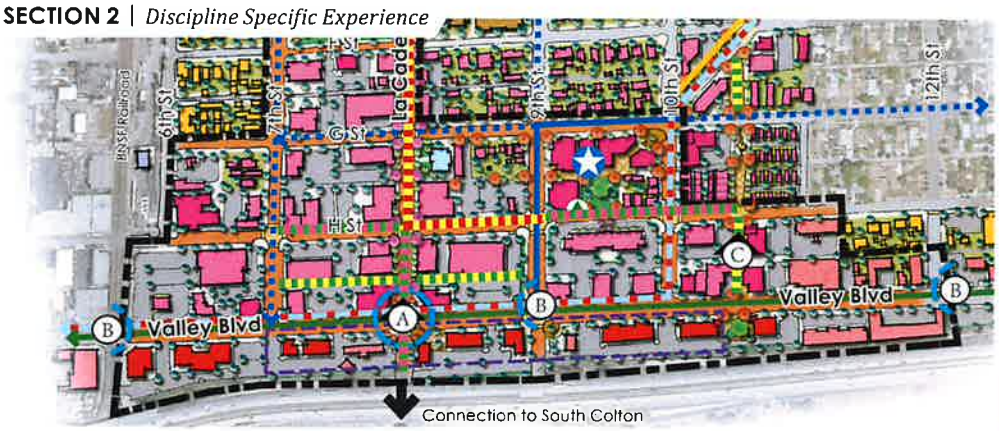
***Project Timeline:** 2015-Present*

RRM SERVICES PROVIDED:

Planning, Landscape Architecture, Architecture, Architectural Visual Simulations, Branding and Identity

Alhambra
General Plan Update
Vision 2035 - A Community Mosaic

The City of Alhambra retained RRM Design Group, in collaboration with Rincon Consultants, to prepare the community's comprehensive 2015 General Plan Update. RRM provided land use/urban design services, community engagement, and meeting facilitation. As part of the community outreach strategy, RRM led the effort to educate, inform and promote interaction and dialogue throughout the project process in this diverse community. RRM devised an outreach campaign that improved citizen participation, including public workshops, commission worksessions, stakeholder interviews, young professional sessions, pop-up events, project website support, a custom community survey and press releases. After gaining consensus on the update's general direction, RRM guided the urban design effort by providing vision concepts for focus areas of change, and architectural and urban design guidelines to illustrate concepts to town citizens. RRM drafted the community design components of the Land Use Element and supported policy development for recreation, open spaces, mobility and public realm improvements.



Award of Merit, Comprehensive Plan - Small Jurisdiction

- APA Inland Empire Section, 2017



DOWNTOWN COLTON

DEVELOPMENT CODE AND DESIGN MANUAL

COLTON, CA

NOTABLE INFO AND STATS:

***Client**: City of Colton*

***Project Timeline:** 2015-2016*

RRM SERVICES PROVIDED:

Planning, Architecture, Engineering, Landscape Architecture

Funded through a Sustainable Communities Planning Grant, the City of Colton retained RRM Design Group to focus on 258 acres of Downtown Colton. Project goals included addressing infill/compact development, encouraging a mix of uses, improving the pedestrian environment, enhancing mobility, creating incentives for market-driven redevelopment, and establishing design criteria to facilitate a unique and attractive downtown. The community-driven vision was developed through an engagement process including stakeholder interviews, a community workshop, and Planning Commission/City Council study sessions. Recommendations integrated guidance from market economics to help realize the vision. The planning process resulted in an adopted Development Code Update and Design Manual to foster a more inviting downtown for residents and visitors alike.



Award of Merit for Economic Planning & Development

- APA Los Angeles Section, 2016







AZUSA TOD GENERAL PLAN/DEVELOPMENT CODE UPDATE AND SPECIFIC PLAN

AZUSA, CA

NOTABLE INFO AND STATS:

***Client**: City of Azusa*

***Planning Timeline:** 2014-2016*

RRM SERVICES PROVIDED:

Planning, Architecture, Engineering, Landscape Architecture

AWARDS & RECOGNITION:

***Award of Merit: Economic Planning and Development** - American Planning Association (APA), California Chapter, Los Angeles Section, 2016*

The City of Azusa retained RRM to prepare a 350-acre TOD General Plan/Development Code Update and Specific Plan focusing on Azusa's downtown, two future Gold Line transit stations, and adjacent residential neighborhoods. Funded through a Los Angeles Metropolitan Transportation Authority (Metro) grant, the work effort addresses a mix of commercial, residential, and entertainment related land uses that will be instrumental in creating a vibrant mixed-use, pedestrian-oriented environment. The project market analysis informs recommended land uses and development standards which are complemented by design guidelines to ensure high quality, compatible development. Inclusive community engagement incorporates ideas voiced by residents, business owners, and decision makers. The overall effort is complemented by an integrated CEQA process for an Environmental Impact Report.



PORT HUENEME
GENERAL PLAN UPDATE
PORT HUENEME, CA

NOTABLE INFO AND STATS:
***Client**: City of Port Hueneme*
***Project Timeline:** 2020-Present*

RRM SERVICES PROVIDED:
Planning

RRM Design Group teamed with Rincon Consultants to assist in the comprehensive General Plan update for the City of Port Hueneme. RRM's role is focused on community engagement and design and graphics for the update. RRM developed the community engagement strategy that outlines the outreach approach and techniques used throughout the project. We designed a project logo for branding the General Plan effort and be used on social media, the website, and in the document. RRM organized and facilitated the key stakeholder interviews with community groups, the Port of Hueneme/ Oxnard Harbor District, the Naval Base, community members, and decision makers. RRM prepared an online survey and conducted a virtual community workshop. We also prepared all the social media material and website updates.

SUBCONSULTANTS

Firm Description

Crawford Bowen
PLANNING, INC.

Crawford & Bowen Planning, Inc. (C&B) is a full-service environmental planning firm in Central California. The principals at C&B have made it the company's mission to provide the area's best environmental consulting services at the most cost-efficient level, while maintaining the highest standards for quality and legal compliance.

The environmental compliance process has become increasingly complex over the last decade, and applicants are expected to navigate through ever-changing regulatory and legal requirements. C&B specializes in getting projects through the regulatory process by providing turn-key environmental compliance services. To supplement their services, they have long-standing relationships with specialized firms who provide biological, traffic, cultural, water, air and noise analysis. These individual specialties are provided under the management and oversight of Crawford & Bowen, thereby providing their clients with a full-service environmental team.

CEQA/NEPA: Crawford & Bowen Planning offers the experience that comes from having prepared hundreds of CEQA and NEPA documents for projects ranging in size from as small as a few acres to large-scale developments consisting of thousands of residential units. Much of their work history is from applicant-driven development, however, they also have prepared CEQA documents for General Plan Updates, Housing Elements, Master Plans, Climate Action Plans, and many other types of projects.

Agency Review and Coordination: This project will require the approval and coordination with multiple agencies. It is vital to have a consultant like Crawford & Bowen who has worked with these agencies and know their regulations and requirements, as well as their staff.

Public Presentation/Hearings: An important aspect of this project will be how it is presented to the decision makers and the public. C&B's team is adept at public presentations and hearings and is ready to provide PowerPoint presentations, create displays/hand-outs, and to answer questions that may arise during the public review process.

Firm Experience

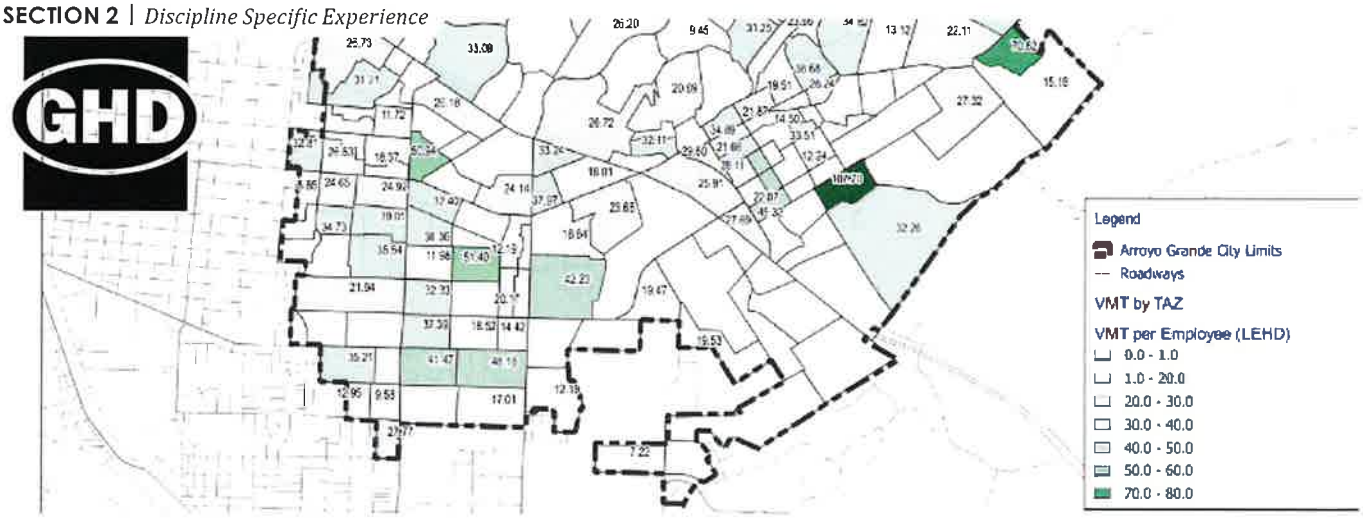
C&B is currently on-call environmental planners to three Central Valley cities and one County, but much of our experience comes from working for the private development sector. Our principals have prepared hundreds of environmental documents over the past 19 years.

Recent Relevant Experience:

- **City of Sanger – 2035 General Plan Update EIR.** Crawford & Bowen prepared an EIR for the City's comprehensive General Plan Update. The EIR evaluated the environmental impacts of development of the City through Year 2035 including the addition of the North Academy Corridor Master Plan area. The Master Plan area was evaluated within the EIR

for annexation into the City for future development. In addition to preparation of the EIR, Crawford & Bowen attended multiple public hearings/meetings and presented the EIR information to the public and the City. The EIR was certified by the City in June 2020.

- **Multiple Jurisdictions – Active Transportation Plans MNDs.** Crawford & Bowen prepared CEQA documents for local Active Transportation Plans for the City of Clovis, Madera County Transportation Commission, and Fresno COG. Active Transportation Plans are policy documents that develop the framework for future development of non-vehicular transportation. For each of these agencies, Crawford & Bowen prepared Mitigated Negative Declarations for these policy documents.
- **City of Dinuba – Water Well MND.** Crawford & Bowen recently prepared a CEQA document for a proposed new water well in the City of Dinuba. The project was processed through the California Department of Water Resources and included federal cross-cutting requirements. The CEQA document was adopted by the City in November 2020.
- **Tulare County – Andersen Village Residential EIR.** Crawford & Bowen prepared an environmental impact report for a 54-acre housing development adjacent to the City of Kingsburg. Issues included traffic, water supply and air quality.
- **City of Fresno – Parc West Residential EIR.** This project includes up to 850 residential units on approximately 160 acres in Fresno. Crawford & Bowen prepared an EIR for the project which was certified in July 2020.
- **City of Tehachapi – Pilot / Flying J Travel Center EIR.** Crawford & Bowen prepared an EIR for a proposed truck stop / travel center located along SR58 in Tehachapi. The EIR focused on impacts associated with traffic, air, noise, aesthetics, biological & cultural resources, and water.
- **City of Porterville – Westwood EIR.** Crawford & Bowen recently completed a Focused EIR for a retail / commercial development located on 4.5 acres in Porterville. Water and traffic were main components of the analysis.
- **Tulare County – Asphalt Plant EIR.** Crawford & Bowen prepared an EIR and associated technical studies for the permanent establishment of an 8,000 ton/day asphalt batch plant operation. The project required a water supply analysis, biological study, traffic study, air quality/GHG report, and a noise impact analysis.
- **City of Tulare – B Street Improvements CEQA/NEPA.** This project was funded through HUD and required both CEQA and NEPA documentation. Crawford & Bowen prepared all of the required technical studies and CEQA/NEPA documents.
- **Tulare County – Mine Expansion EIR.** This project involved the expansion of Deer Creek Mine. Crawford & Bowen prepared the EIR.



Circulation Element, Interim VMT Policy, Transportation Impact Study Guidelines, and Transportation Impact Fee Updates | Arroyo Grande, CA

Client

Whitney McDonald
Acting Deputy City Manager/Community Development Director
300 E. Branch Street
Arroyo Grande, CA 93420
1 805 473 5422
wmcdonald@arroyogrande.org

Date

March 2015 - Ongoing
(Under On-Call Contract)

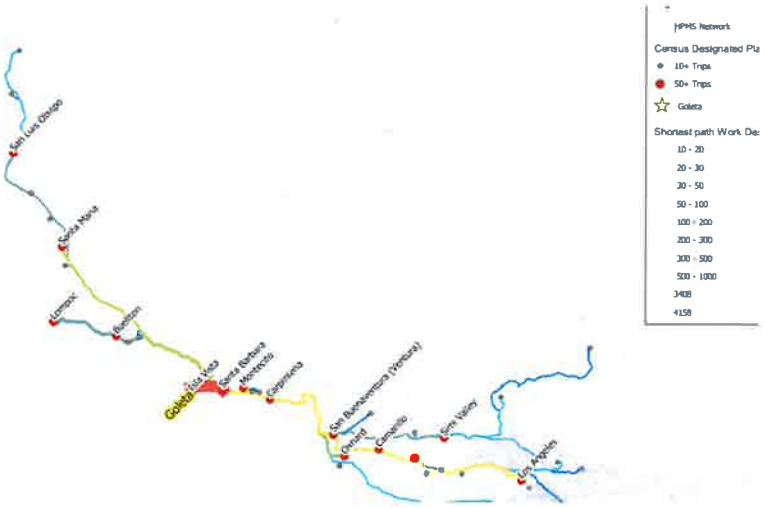
Project Cost

$75,000

GHD is updating the City's Circulation Element, Transportation Impact Study Guidelines, Capital Improvement Program, and Transportation Impact Fee program. As part of this process, GHD is working with the City to adopt an Interim VMT Policy to establish CEQA procedures in advance of the July 1, 2020 statewide. These interim procedures will reference external baseline values developed using the SLOCOG model while GHD works with the City to refine baseline estimates through additional modeling and subarea analysis.

When baseline values are updated, the policies adopted will remain effective, folding into updated overall transportation impact analysis guidelines that are consistent with all new and revised policies in the updated Circulation Element.

The City's Capital Improvement Program will include projects that may minimize VMT, projects from the City's ongoing LRSP, and operational projects. Thus, the City's fee program may be able to be mitigate some project VMT impacts.



CEQA VMT Transportation Impact Thresholds | Goleta, CA

Client

Lisa Prasse, AICP
Current Planning Manager
City of Goleta
130 Cremona Drive Suite B
City of Goleta CA 93117
1 805 961 7542
lprasse@cityofgoleta.org

Date

February 2020 - June 2020 (Policy Adoption)

July 2020 - Ongoing (Additional Scope Elements)

Project Cost

$96,921 (to date)

GHD (with Rincon and Convergence Planning) conducted an assessment of the City's local VISUM model and the regional SBCAG model to determine the most appropriate tool and methodology for calculating VMT per the California Office of Planning and Research (OPR) guidelines. Using LEHD data GHD validated the SBCAG model for use and developed various geographic boundary options for establishing the City's baseline with recommendations for which would most closely achieve the City's land use and circulation objectives.

GHD then developed project screening criteria, and a mitigation toolbox for project EIR guidance. GHD in cooperation with convergence planning also developed a sketch planning tool which replicated SBCAG's model results for ease in City staff and development community use. Currently, all technical analysis has been completed, technical reports have been drafted, and the new policy is proceeding through the public hearing process for adoption.

Section

3

REFERENCES

Proposal for Focused General Plan Update



REFERENCES

RRM DESIGN GROUP

CHRISTOPHER KOONTZ, AICP
Development Services Deputy Director
City of Long Beach
(562) 570-6288
christopher.koontz@longbeach.gov
411 West Ocean Blvd., Suite 3, Long Beach, CA 90802

Project: *General Plan Use, Engagement, and Urban Design*

BRENT COOPER, AICP
Community Development Director
City of American Canyon
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4381 Broadway, Suite 201, American Canyon, CA 94503

Project: *American Canyon Watson Ranch*

JON BIGGS
Community Development Director
City of Los Altos
(650) 947-2635
jbiggs@losaltosca.gov
1 North San Antonio Road, Los Altos, CA 94022

Project: *Los Altos Downtown Vision*

SUSAN CURTIS
General Plan Update Manager
City of Ventura
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susan.curtis@ventura.org
800 South Victoria Avenue, L#1740, Ventura, CA 93009

Project: *Ventura County General Plan Support*

ABOUT OUR REFERENCES

The references provided can speak to experience working with the team of professionals within Section 2 of this proposal. All work was performed by individuals with their current respective firms.

CRAWFORD & BOWEN PLANNING, INC.

DAVID BRLETIC
Senior Planner
City of Sanger
(559) 876-6300, ext. 1540
dbrletic@ci.sanger.ca.us
1700 7th Street, Sanger, CA 93657

Project: *2035 General Plan Update EIR*

HECTOR GUERRA
Chief Planner
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5961 S. Mooney Boulevard, Visalia, CA 93292

Project: *Andersen Village Residential EIR*

GHD

LISA PRASSE, AICP
Planning Manager
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lprasse@cityofgoleta.org
130 Cremona Drive, Goleta, CA 93117

Project: *CEQA VMT Transportation Impact ThresholdsR*

WHITNEY MCDONAL
Acting Deputy City Manager/
Community Development Director
County of Arroyo Grande
(805) 473-5422
wmcdonald@arroyogrande.org
300 E. Branch Street, Arroyo Grande, CA 93420

Project: *Circulation Element, Interim VMT Policy, Transportation Impact Study Guidelines, and Transportation Impact Fee Updates*

RRM PROJECT

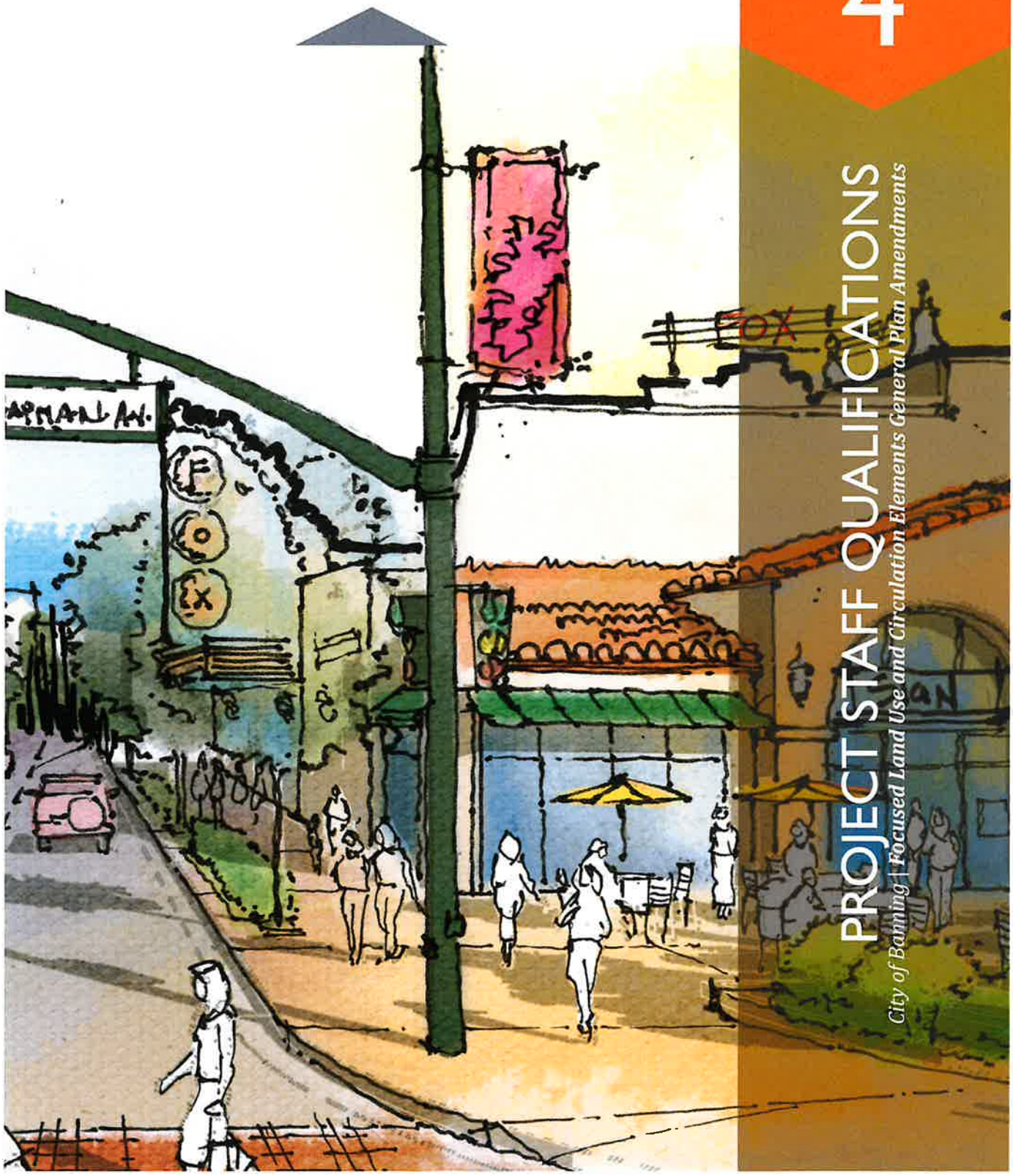
Fullerton Downtown Core and Corridors Specific Plan

Section

4

PROJECT STAFF QUALIFICATIONS

City of Banning | Focused Land Use and Circulation Elements General Plan Amendments



ASSEMBLING OUR TEAM

RRM is committed to delivering an on-time and on-budget City of Dinuba Focused General Plan Update. The key staff members listed below are assigned to the entire lifecycle of a project, including principal hands-on involvement, they are ready to hit the ground running. Communication will play an essential role in ensuring resources are available when needed. Frequent discussions with City staff can help anticipate and respond to project needs. RRM staff meets weekly to schedule staff and review long-range needs. The following organization chart identifies the individual's role in this work effort, and resumes highlight relevant projects of similar nature, size, and dollar value.

CITY OF DINUBA

RRM DESIGN GROUP



DEBBIE RUDD LEED AP
PRINCIPAL-IN-CHARGE



JAMI WILLIAMS CNU-A
PROJECT MANAGER

PLANNING

PAM RICCI	BRET STINSON	RACHEL RAYNOR
Principal Planner	Sr. Planner	Planner

SUBCONSULTANT

ENVIRONMENTAL

CRAWFORD & BOWEN
Travis L. Crawford, AICP

MOBILITY

GHD
Kamesh Vedula, PE, TE



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DEBBIE RUDD | *LEEP AP*

PRINCIPAL

Debbie Rudd delivers 33 years of urban design experience with RRM, advancing projects from the early visioning and policy stages to construction. She undertakes urban design plans and policy documents with a realistic approach that brings about implementation. As principal and a co-leader of the urban revitalization team, Debbie is well-versed in community, commercial and streetscape planning principles that maximize design, minimize costs, and materialize community consensus. She excels in public outreach, identifying public concerns and preferences and translating them into cutting-edge workable designs and policy documents easily understood by the public and implemented by the City.

Project Role

PRINCIPAL-IN-CHARGE

Debbie will be responsible for RRM's contractual obligations to the City of Dinuba and provide quality control and final review of all products as well as advising on community engagement strategies.

Experience

33 YEARS OF EXPERIENCE

31 years at RRM Design Group

RELEVANT PROJECTS

- *Big Bear Village Specific Plan Update, Big Bear Lake, CA*
- *Camarillo Commons Strategic Plan, Camarillo, CA*
- *Camarillo General Plan Circulation Element Update, Camarillo, CA*
- *Camarillo General Plan Community Design Element Update, Camarillo, CA*
- *El Monte Zoning Code and Design Guidelines Update, El Monte, CA*
- *Huntington Beach Downtown Specific Plan, Huntington Beach, CA*
- *Lompoc Multimodal Streetscape Improvement Plan, Lompoc, CA*
- *Newark Zoning Ordinance Update, Newark, CA*
- *Newman Highway 33 Specific Plan, Newman, CA*
- *North 40 Specific Plan, Los Gatos, CA*
- *Morro Bay Comprehensive General Plan, Local Coastal Plan, and Zoning Code Updates and EIR, Morro Bay, CA*
- *Pismo Beach Citywide Transportation Model and Circulation Study, Pismo Beach, CA*
- *Port Hueneme General Plan Update, Port Hueneme, CA*
- *Port San Luis Master Plan and Local Coastal Program Amendment, Avila Beach, CA*

EDUCATION

- *Bachelor of Science, Interior Architecture/Space Planning, Kansas State University, Manhattan, KS*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Leadership in Energy and Environmental Design Accredited Professional (LEED AP)*
- *American Planning Association (APA) No. 124878*
- *LEED-ND Corresponding Committee*
- *Economic Vitality Corporation (EVC) - Building, Design and Construction Cluster*



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Project Role

PROJECT MANAGER

Jami will serve as the project manager for this project and will be the day-to-day contract, creating implementable policies and programs that enhance communities.

Experience

25 YEARS OF EXPERIENCE

21 years at RRM Design Group

JAMI WILLIAMS | *CNU-A*

PRINCIPAL

Jami, with a Bachelor of Architecture degree and a Master of Business Administration, possesses the qualities necessary to produce creative, realistic and business-conscious design solutions that will guide future improvements of City of Dinuba. With over 20 years of experience as an urban designer and project manager, Jami's unique perspective enables her to advance projects from the early community outreach and visioning stages to the development of urban design plans and policy documents that are creative yet realistic and implementation focused. She is well-versed in smart growth, mixed-use and transit-oriented planning principles that maximize quality design, minimize costs, and build on community consensus. She excels in public outreach, identifying public concerns and preferences and translating them into cutting-edge workable designs and policy documents that can be easily understood by community members and implemented by her public agency clients. Further, her strong communication and organization skills consistently ensure she delivers projects on time and on budget with always a focus on client satisfaction.

RELEVANT PROJECTS

- *Alhambra General Plan Update 2015, Alhambra, CA*
- *American Canyon General Plan Update, American Canyon, CA*
- *Azusa TOD General Plan/ Development Code Update and Specific Plan, Azusa, CA*
- *Big Bear Village Specific Plan Update, Big Bear Lake, CA*
- *Calipatria General Plan and Zoning Ordinance Update Urban Design, Calipatria, CA*
- *Goleta Zoning Ordinance and Local Coastal Program Update, Goleta, CA*
- *Hayward Industrial District Regulations Update, Hayward, CA*
- *Long Beach General Plan Noise Element, Long Beach, CA*
- *Port Hueneme General Plan Update, Port Hueneme, CA*
- *Rancho Mirage General Plan Update Urban Design, Rancho Mirage, CA*
- *Shandon Community Plan Update, Shandon, CA*
- *Ventura County General Plan Contract Planning, Ventura, CA*

EDUCATION

- *Master of Business Administration, Architecture Management Track, California Polytechnic State University, San Luis Obispo, CA*
- *Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA*
- *Semester Design Program, Ecole Des Beaux Art Americaines De Fontainebleau, France*
- *Associate of Science, Cuyamaca College, San Diego, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Congress for the New Urbanism Accredited (CNU-A)*
- *American Planning Association (APA), Member*
- *Urban Land Institute (ULI), Associate Member*



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Project Role

PRINCIPAL PLANNER

Experience

36 YEARS OF EXPERIENCE

5 years at RRM Design Group

PAM RICCI | *AICP*

PRINCIPAL PLANNER

Having worked for the City of San Luis Obispo's Community Development Department for 30 years, Pam brings an invaluable perspective from the other side of the desk to RRM's Planning Group. While with the City, Pam served as the liaison with the Architectural Review Commission and managed large development applications, including the downtown Court Street, Garden Street Terraces, and Chinatown projects, and worked with Public Works and Utilities on City improvement and park projects. At RRM, Pam serves as project manager for private and public projects in various jurisdictions. Pam's role often involves a high degree of coordination with public agency staff. Her prior experience enables her to offer RRM's clients a rare combination of strategy, commitment to quality, and knowledge of the planning environment.

RELEVANT PROJECTS

- *Chinatown Historic District Project and EIR, San Luis Obispo, CA **
- *Community Health Center General Plan Amendment/Rezoning, Lompoc, CA*
- *Court Street Downtown Paseo Development and 919 Palm Parking Structure, San Luis Obispo, CA **
- *Cuesta College Highway 1 Parcel Land Use Study, San Luis Obispo, CA*
- *Froom Ranch Specific Plan, San Luis Obispo, CA*
- *Goleta Zoning Ordinance and Local Coastal Program Update, Goleta, CA*
- *Housing Authority Headquarters, San Luis Obispo, CA*
- *Lompoc Streetscape Multimodal Improvement Plan, Lompoc, CA*
- *Long Beach Subdivision Ordinance Update, Long Beach, CA*
- *San Luis Obispo Planning Staff Support Services, San Luis Obispo, CA*
- *Santa Maria Airport Business Park Specific Plan Amendment, Rezoning and Development Plan, Santa Maria, CA*
- *West Hollywood Urban Design Project Application Analysis, West Hollywood, CA*

EDUCATION

- *Bachelor of Arts, Geography & Environmental Planning, University of California Davis*
- *Graduate Studies, City & Regional Planning, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *American Institute of Certified Planners (AICP)*
- *American Planning Association (APA)*

* *Prior to joining RRM, as City Planner*



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BRET STINSON

Senior Planner

Bret is a senior planner with RRM Design Group and a vital member of the firm's urban revitalization team. Since joining RRM in 1996, Bret has applied his talents to a wide variety of planning efforts, including Specific and Master Plans, land and site planning, feasibility studies, TOD and urban design, entitlement planning and zoning, and EIR coordination, serving both public and private clients.

Bret also leads RRM's mapping group, combining GIS and mapping expertise gained from developing and managing RRM's local and regional mapping efforts. His experience and skill ensure all mapping and geographic information will be easily understood and communicated to the project team, decision-makers, and community.

Project Role

SR. PLANNER + ANALYST

Experience

27 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- *Azusa TOD General Plan/ Development Code Update and Specific Plan, Azusa, CA*
- *Calabasas General Plan Update, Calabasas, CA*
- *Camarillo General Plan Community Design Element Update, Camarillo, CA*
- *Colton Downtown Development Code and Design Manual, Colton, CA*
- *Lompoc General Plan Update and EIR, Lompoc, CA*
- *Los Altos Downtown Vision, Los Altos, CA*
- *Merced County Community Plans and EIRs, Merced, CA*
- *San Ysidro Community Plan Update, San Diego, CA*
- *Santa Ana Downtown Vision Strategy Plan, Santa Ana, CA*
- *Shandon Community Plan Update, Shandon, CA*
- *Soledad General Plan Update, Soledad, CA*
- *Ventura County General Plan Contract Planning, Ventura, CA*
- *Yorba Linda Housing Element Implementation Program (Multi-Family Design Guidelines), Yorba Linda, CA*

EDUCATION

- *Bachelor of Science, Landscape Architecture, California Polytechnic State University, Pomona, CA*



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RACHEL RAYNOR | *AICP*

ASSOCIATE PLANNER

As an associate planner with RRM, Rachel writes clear and persuasive technical documents such as Specific Plans, Design Guidelines, Strategic Plans, presentation graphics, and feasibility studies. She also creates base maps, graphic materials, site analysis, and investigations for specific and master plans. Rachel assists with components of design and completed design refinement through close collaboration with RRM's planning principals and project managers, as well as the firm's architects, landscape architects, and engineers. She also works directly with the firm's clients, and is often an integral part of RRM's community outreach process. Rachel is a self-starter, diligent, deliberate, prompt, and resourceful.

Project Role

ASSOCIATE PLANNER

Experience

5 YEARS OF EXPERIENCE

5 years at RRM Design Group

RELEVANT PROJECTS

- *Alhambra General Plan Update 2015, Alhambra, CA*
- *American Canyon General Plan Update, American Canyon, CA*
- *Azusa TOD General Plan/ Development Code Update and Specific Plan, Azusa, CA*
- *Big Bear Village Specific Plan Update, Big Bear Lake, CA*
- *Camarillo General Plan Circulation Element Update, Camarillo, CA*
- *Camarillo General Plan Community Design Element Update, Camarillo, CA*
- *El Monte Zoning Code and Design Guidelines Update, El Monte, CA*
- *Goleta Zoning Ordinance and Local Coastal Program Update, Goleta, CA*
- *Hayward Industrial District Regulations Update, Hayward, CA*
- *Long Beach General Plan Noise Element, Long Beach, CA*
- *Morro Bay Comprehensive General Plan, Local Coastal Plan, and Zoning Code Updates and EIR, Morro Bay, CA*
- *Newark Zoning Ordinance Update, Newark, CA*
- *Port Hueneme General Plan Update, Port Hueneme, CA*
- *Ventura County General Plan Contract Planning, Ventura, CA*

EDUCATION

- *Bachelor of Science, City and Regional Planning, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *American Planning Association, Central Coast Section Director*
- *APA CA 2020 Conference Student/ Young Emerging Planner Subcommittee Co-Chair*
- *APA CA 2019 CA Conference Co-Chair*



TRAVIS CRAWFORD | *AICP*

PRINCIPAL ENVIRONMENTAL PLANNER

Travis is a tested environmental planner who specializes in obtaining environmental compliance for transportation projects, water/wastewater expansions, residential/commercial development projects, policy documents, college/school districts, Caltrans projects, and many other types of projects. He serves not only as a project manager, but as the lead CEQA author on the projects he is leading. Mr. Crawford brings a keen legal eye and is a trusted resource to cities, counties, school districts and developers throughout the Central Valley. His diverse project experience has involved him in most every type of project spanning up and down the State of California. He has worked with dozens of lead agencies and jurisdictions providing sound environmental compliance strategies.

Project Role

ENVIRONMENTAL PLANNER

Experience

19 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- *City of Sanger General Plan – EIR, Sanger, CA*
- *Tulare County Andersen Village Residential Development – EIR, Tulare, CA*
- *Tehachapi Pilot Travel Center – EIR, Tehachapi, CA*
- *Madera USD New Elementary School – IS/MND, Madera, CA*
- *Clovis - Active Transportation Plan – IS/MND, Clovis, CA*
- *Clovis - Peach Ave. Improvements – IS/MND, Clovis, CA*
- *City of Tulare – Willow Glen Residential/Commercial Development – IS/MND, Tulare, CA*
- *City of Fresno – Fig Garden Financial Office Complex – IS/MND, Fresno, CA*
- *Groveland CSD Water and Wastewater Expansion Projects – IS/MND, CEQA+, Groveland, CA*
- *Livingston Water and Wastewater Expansion Projects – IS/MND, CEQA+, Livingston, CA*
- *On-Call Environmental Planning for Cities of Tehachapi and Porterville, and County of Tulare*

EDUCATION

- *Bachelor of Art, English, San Diego State University, San Diego, CA*
- *Graduate Paralegal Certificate, Environmental Law, San Diego University, San Diego, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *American Institute of Certified Planners (AICP), No. 025073*
- *Association of Environmental Planners (AEP)*
- *American Planning Association (APA)*
- *Graduate, Leadership Visalia*
- *CEQA & NEPA Documentation (EIR, IS/MND, CE, EA, EIS)/ Public Presentations/Regulatory Compliance*



EMILY BOWEN | *LEED AP*

PRINCIPAL ENVIRONMENTAL PLANNER

Emily is an experienced environmental planner who assists Lead Agencies and developers in attaining environmental compliance pursuant to CEQA and NEPA. She has worked with several cities and counties throughout the California Central Valley, along with many Federal Lead Agencies, including the U.S. Bureau of Reclamation, the U.S. Department of Agriculture, the U.S. Environmental Protection Agency, and the U.S. Department of Energy. She has extensive knowledge in preparing documents for a multitude of project types, including industrial processing plants, dairies and other animal confinement facilities, solar energy generation facilities, and water transfers and related infrastructure between special districts.

Project Role

ENVIRONMENTAL PLANNER

Experience

15 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- *Tulare County Rock/Mine Expansion - EIR, Tulare, CA*
- *Tulare County Asphalt Plant - EIR, Tulare, CA*
- *Porterville Commercial Development – IS/MND, Porterville, CA*
- *Porterville Water Recharge Basin – IS/MND, Porterville, CA*
- *City of Sanger General Plan – EIR, Sanger, CA*
- *Porterville Waste Transfer Facility – IS/MND, Porterville, CA*
- *Porterville Westwood Development - EIR, Porterville, CA*
- *Tule River Indian Housing Authority Development – EA/FONSI, Tule River, CA*
- *Tulare County Anderson Village – EIR, Tulare, CA*
- *Parlier WWTP Expansion – IS/MND, CEQA+, Parlier, CA*
- *On-Call Environmental Planning for Cities of Fresno, Tehachapi, and Porterville, and County of Tulare*

EDUCATION

- *Bachelor of Science, Biology, California State University, Fresno, CA*
- *Graduate Certificate, Green Building and Sustainable Design, University of California, Davis, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *LEED Accredited Professional, New Construction, United States Green Building Council*
- *Air Quality Management Certificate, San Joaquin Valley Air Pollution Control District*
- *Certified Green Building Professional, Build It Green*
- *Association of Environmental Planners (AEP)*
- *CEQA & NEPA Documentation/ Sustainable Building Practices; Greenhouse Gas/Climate Change Analysis; Restoration of Arid Lands*



KAMESH VEDULA | *PE, TE*

PRINCIPAL

Kamesh has over 20 years in the disciplines of transportation engineering, planning, and modeling. His current roles include Principal-in-Charge, Business Development, Project Manager, and Transportation Operations Leader, depending on project needs. He oversees the workload balance of the transportation planning/engineering group and coordinates with other groups and regions to level staff resources. He is an ICE specialist and has completed several ICE projects within a majority of Caltrans Districts and conducted ICE analysis training classes in Caltrans District 11 and Headquarters. His project management experience includes PSR-PDS, PA/ED, ICE studies, roundabout planning/design, advanced roundabout operations analysis/design, complete streets studies, corridor studies, traffic impact studies, and traffic safety studies.

Project Role

TRANSPORTATION ENGINEER

Kamesh will oversee daily operations, including team meetings, scheduling, invoicing, and client coordination through active communication.

Experience

21 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- *SB 743 VMT Thresholds, Goleta, CA*
- *CEQA VMT Transportation Impact Thresholds, San Luis Obispo County, CA*
- *Countywide CEQA Transportation Impact Thresholds, San Joaquin County, CA*
- *Circulation Element Update, Arroyo Grande, CA*
- *Circulation Element Update, Galt, CA*
- *Avila Circulation Study and Traffic Impact Fee Update, San Luis Obispo County, CA*
- *Circulation Element Update and Citywide Traffic Circulation Study, American Canyon, CA*

EDUCATION

- *Master of Science, Transportation, Kansas State University, Manhattan, KS*
- *Bachelor of Science, Civil Engineering, Nagarjuna University, Bapatla, India*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Civil Engineer, CA #79926*
- *Traffic Engineer, CA #2546*



GARY MILLS

PROJECT MANAGER

Gary is a project manager with over 25 years of experience in professional transportation planning, modeling, and engineering projects. He provides traffic engineering analysis with a focus on traffic modeling and transportation studies. Gary has years of experience in roadways, intersections, planning, traffic modeling development, general plan preparation, nexus fee studies, traffic impact fee development, and traffic impact studies. He also worked six years in the public sector as a transportation planner for the Tulare County Association of Governments. He was the chief transportation modeler and prepared the air quality conformity assessment. The congestion management program assisted in developing the RTIP/STIP/FTIP and managed FTA grant programs related to urban and rural transit providers contributed to the Regional Transportation Plans.

Project Role

TRAFFIC ENGINEERING ANALYSIS

Gary will be the main point of contact and responsible for project administration, technical review, and managing the overall project.

Experience

30 YEARS OF EXPERIENCE

RELEVANT PROJECTS

- *City of Visalia Circulation Element Update, Visalia, CA*
- *General Plan Circulation Element Update, Avenal, CA*
- *General Plan Circulation Element and EIR, Sanger, CA*
- *Circulation Element Update, Project Manager, Porterville, CA*
- *Regional Transportation Impact Fee and Greater Tehachapi Area Circulation Study, Kern County, CA*
- *Circulation Element Update, Reedley, CA*
- *Circulation Plan Update, Tehachapi, CA*
- *General Plan Circulation Element Update, Tulare County, CA*
- *Traffic Model Development, Tulare, CA*

EDUCATION

- *Bachelor of Science, Urban Studies and Planning, University of California, San Diego, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Institute of Transportation Engineers*

Section

5

PROJECT APPROACH, SCOPE, AND SCHEDULE

City of Banning | Focused Land Use and Circulation Elements General Plan Amendments



PROJECT APPROACH

The City of Dinuba is located in Tulare County in the southeastern part of the San Joaquin Valley. The City has about 25,000 residents, and traditionally its economy was based on agriculture. With its small-town ambiance, more people have looked at Dinuba as a place to settle, and the creation of new housing opportunities are planned as part of the focused General Plan update.

The Focused General Plan Amendments are not envisioned as comprehensive updates but instead tailored changes to address land use and circulation element changes that the City has identified through past planning efforts and would now like to implement. These include:

- Earmarking property in the vicinity of the new high school in the southwestern area of the City of Dinuba for a variety of residential densities and types
- Exploring the possible transfer of some areas in the northern Sphere of Influence (SOI) to allow potential additions in the southern SOI where more growth is targeted
- Looking at new land use designations and zoning categories for areas in the East El Monte area for revitalization centered around the Mercantile Row Shopping Center
- Creating policy directives to encourage and streamline the review of mixed-use projects in the downtown core
- Adding land use designations and policies to enable the establishment of a new civic center
- Evaluating current land use designations for a future regional park along Traver Creek and the City's golf course
- Updating the Circulation Element to evaluate the potential for new roundabouts at several key intersections and promoting the concept of active alleys. In addition, updates will be incorporated to reflect State mandates for VMT methodology and metrics instead of the current Level of Service (LOS) policies

The focus of the General Plan Update will be on the Land Use and Circulation Elements, with other elements reviewed and updated as necessary to ensure they are consistent with the updated Land Use Element. Given that the focused General Plan Update will be funded in large part with State Senate Bill 2 (SB2) Planning Grants Program and Local Early Action Planning Grants Program (LEAP) dollars, compliance with applicable local and state regulations will be required. This includes the inclusion of new environmental justice policies.

SCOPE OF WORK

TASK 1: EXISTING CONDITIONS AND OPPORTUNITIES

KICKOFF MEETING

RRM Design Group (RRM), Crawford & Bowen, and GHD will prepare for and conduct an initial kickoff meeting with City staff. City staff will be responsible for meeting logistics and a virtual tour of the study area. This task is anticipated to include the following topics:

- Identification of key project contacts and information exchange
- Review of project objectives, scope of work, and project timeline
- Discussion of issues to be focused on during the project
- Identification of optimal working relationship (e.g., receipts, review of materials, turnaround times)
- Discussion of the public outreach strategy
- Virtual tour of the study area

Deliverables:

- *Kickoff meeting*
- *Refined timeline, if applicable*
- *List of requested information from City*

REVIEW BACKGROUND INFORMATION/ BASE MAP

RRM will gather and review data that is relevant to this assignment. The primary purpose of this effort is to get up to speed on past and current planning efforts and harness the wealth of existing data that can be used in the General Plan update process. This task will include a review of City materials as well as information from other agencies as available. Preliminary resource documents and data include, but are not limited to, the current General Plan, Zoning Code, Zoning Map, City GIS data, current related policies, and other relevant materials. Relying on available information and technical data, RRM will evaluate the existing physical and regulatory conditions in the project study area. No new technical studies are assumed as part of this task.

As part of this task, a base map will be prepared for the study area to be used throughout the project building from City-provided GIS data.

Deliverables:

- *Conduct background research*
- *Prepare project base map*

TASK 2: PUBLIC PARTICIPATION AND CONSENSUS

RRM believes an effective community outreach program creates confidence in the planning process, promotes broad-based understanding, and reflects the interests and needs of the community. We also believe that every project and every community deserves a customized approach to maximize success. The Focused General Plan Amendments will result from this collaborative, consensus-building process involving the Dinuba community. The community engagement process will focus on directly affected stakeholders, including property owners, businesses, interest groups, civic decision-makers, and the community at large. The effort will be tailored to be effective in building a collaborative interest and obtaining consensus in the project, given the potentially diverse group of stakeholders that may have differing needs and expectations. As COVID-19 conditions have affected community events for the foreseeable future, the proposed engagement approach in this task correspondingly has been adapted. However, we welcome further refinement based on discussions with staff and possible changing conditions. This task provides a number of hours that can potentially be reallocated to support different engagement activities.

STAKEHOLDER INTERVIEWS

RRM will conduct a series of stakeholder interviews within a single day to solicit input from individuals or interest groups. The interviews involve a series of half-hour to one-hour confidential meetings (held via video/teleconference).

Deliverables:

- *RRM will facilitate one (1) day, up to eight (8) hours, of meetings with stakeholders. We ask that staff be responsible for noticing and meeting logistics and contacting key stakeholders*

COMMUNITY QUESTIONNAIRE

RRM will develop a community questionnaire to generate feedback on the Focused General Plan Amendments. The questionnaire will offer community members flexibility to participate in the process at their convenience. RRM will collaborate with GHD and the City to create the questionnaire questions. The City may choose to distribute and advertise the questionnaire on one or more of the following platforms: social media, the website, at City Council hearings, or through stakeholders. City to provide translation services if desired.

Deliverables:

- *One (1) online questionnaire; one (1) round of revisions from City comments*

COMMUNITY WORKSHOP

RRM will facilitate a virtual public workshop to present an overview of the Focused General Plan Amendment key concepts. The workshop will consist of an overview of the proposed General Plan changes and recommendations, including land use, circulation, and roundabout graphics. We will have exercises and methods to solicit feedback from the community. The workshop will be recorded and be posted on the project website.

Deliverables:

- *One (1) virtual workshop*
- *Material for workshop such as PowerPoint*
- *One (1) summary memo of participant input, ideas and comments*

We ask that City staff be responsible for advertisement beyond the material we provide.

TASK 3: GENERAL PLAN AMENDMENTS

RECOMMENDED UPDATES TO LAND USE AND CIRCULATION ELEMENTS

The goal of this task is to prepare focused amendments to the City's General Plan Land Use Element and Circulation Element to reflect desired changes in land uses and circulation in Dinuba. This will include evaluating the potential for new roundabouts at several key intersections, promoting the concept of active alleys in the downtown.

Land Use Element

RRM will prepare focused revisions to the existing Land Use Element to address land use and housing needs in Dinuba. It will analyze opportunities to designate new areas for residential in the community, including the area around the proposed new Dinuba high school and the downtown area. The Land Use Element will include policy directives to streamline the review of mixed-use projects in the downtown core and explore land use changes to support a new civic center downtown.

Content revisions are anticipated to include updated narrative, land use designations, land use maps, statistical updates, and refinements to goals and policies. Assumptions for this task include City provision of the existing Land Use Element in MSWord and base files (such as ArcGIS) for exhibits.

Circulation Element

RRM will prepare a focused update to the Circulation Element, with support from GHD. This element will refine goals and policies that establish a balanced, multimodal approach to serve existing development and accommodate anticipated growth pursuant to the General Plan Guidelines and the Complete Streets Act. Utilizing content prepared for the VMT Guidelines and technical analyses conducted as part of Task 4, Master EIR, GHD will support policy development for the Circulation Element. VMT threshold criteria will be brought forward to the Circulation Element pursuant to alternate transportation metrics required by SB 743. The updated Element will include new policies to adopt VMT as a performance metric. Content revisions are anticipated to have updated narrative, methodology, exhibits, and refinements to goals and policies. Assumptions for this task include City provision of the existing Circulation Element in MSWord and base files (such as ArcGIS) for exhibits.

Deliverables:

- *RRM will assemble all consultant and City data into updated Land Use and Circulation Elements, format the document, and produce one (1) electronic PDF Administrative Draft. This draft is for in-house administrative review only and will be refined for the Screencheck Draft. City will provide one (1) consolidated marked up redline version of all City comments*

SCREENCHECK DRAFT

Following the completion of the Administrative Draft of the Focused General Plan Amendments and receipt of the single set of redlined comments from the City, RRM will produce a Screencheck Draft. At this point, City's comments will have been integrated, and this draft will provide an additional internal review opportunity before the development of the Public Hearing Draft.

Deliverables:

- *City staff will provide one (1) consolidated marked up redline version of all comments, and RRM will make such revisions. RRM will provide one (1) electronic of the Screencheck Draft Specific Plan*

PUBLIC REVIEW DRAFT

This Draft of the Focused General Plan Amendments is intended for public review and will include any remaining requested revisions and edits from City staff on the Screencheck Draft.

Deliverables:

- *City staff will provide one (1) consolidated marked up redline version of all comments, and RRM will make such revisions. RRM will provide one (1) electronic of the Public Review Draft Specific Plan*

TASK 4: SUBSEQUENT EIR

The Existing General Plan was last updated in 2008, at which time an EIR was prepared. The City needs to conduct a CEQA evaluation of the proposed Focused General Plan Update. Based on the environmental sub-consultant Crawford & Bowen's review of the RFP and understanding of the project, we anticipate that a Subsequent EIR (to the City's existing General Plan EIR) will be the appropriate CEQA document for the proposed project. Under CEQA Guidelines Section 15162, a Subsequent EIR is used when a previous EIR has been completed. Still, substantial changes to the original project require revisions to the previous EIR due to new impacts and/or increases in the severity of previously identified impacts. The proposed Focused General Plan Update is not a comprehensive update but is a targeted update to specific Elements of the General Plan in specific areas of the City. Therefore, relative to the City-wide General Plan EIR, the proposed changes are not considered significant to the extent that a new stand-alone EIR would be required. Thus, the subsequent EIR is being proposed.

The Subsequent EIR will analyze the changes in the severity of impacts due to the proposed project beyond what was analyzed in the City's existing General Plan EIR. Each Appendix G environmental topic (e.g., aesthetics, agriculture, hazards, traffic, etc.) will include a description of the project impacts; whether the proposed changes would result in new or substantially more severe significant impacts than identified in the existing General Plan EIR, and any feasible mitigation to reduce such impacts (if applicable).

CEQA Guidelines Section 15146 states: "The degree of specificity required in an EIR will correspond to the degree of specificity involved in the underlying activity which is described in the EIR." The Focused General Plan Update is a program-level project, meaning that impacts are generally described at the qualitative rather than quantitative level. Should the City require a different document, or after public review, it is determined that a stand-alone CEQA document should be prepared. Crawford & Bowen can provide a scope of work for such services.

EIR KICKOFF MEETING AND PROJECT DESCRIPTION

Crawford & Bowen will meet with City staff and RRM to further discuss the project's intent, scope, and details. It is anticipated that project information will be provided to Crawford & Bowen at this time. Lines of communication will be established, and a schedule developed. Also, as part of this task, the Crawford & Bowen team will obtain and review all available background materials, to become fully familiar with the project and key issues.

Based on the project kickoff meeting results and the City's materials, and Crawford & Bowen's review of other relevant information, a draft project description will be prepared for the City's review and comment. As specified in the State CEQA Guidelines, Section 15124, the EIR will include a detailed project description using text and graphics inclusive of the project's regional and local setting and the project's history and land use. The final project description will be used in preparing the Initial Study and Notice of Preparation under Task 4.2.

INITIAL STUDY AND NOTICE OF PREPARATION STUDY

Crawford & Bowen will prepare an Initial Study / Notice of Preparation (IS/NOP) consistent CEQA Guidelines. The IS/NOP will contain all statutory requirements, including the project description developed in Task 4.1 above, project location, a brief overview of potential environmental impacts, project maps, the address where the documents are available for review, the address where comments may be sent, and the deadline for submitting comments. Since the General Plan update is a "Focused" Update that concentrates on Land Use and Circulation, it is anticipated that the IS/NOP will be used to "focus" the EIR on the more substantial topics of Land Use and Circulation (Transportation) as identified under Task 4.3 below. The IS/NOP will evaluate the following CEQA Guidelines Appendix G Checklist items:

Aesthetics	Agriculture and Forestry Resources	Air Quality
Biological Resources	Cultural Resources	Energy
Geology/Soils	GHG	Hazards and Hazardous Materials
Hydrology/Water Quality	Mineral Resources	Noise
Population/Housing	Public Services	Recreation
Tribal Cultural Resources	Utilities/Service Systems	Wildfire

To support the analysis, Crawford & Bowen will also provide the following:

- CalEEMod will be utilized to assess potential criteria pollutants and greenhouse gas emissions, and the output files will be included as a technical appendix. (Air Quality/GHG)
- CNDDB search will be conducted to identify any potential biological species. (Biological Resources)
- Cultural Records Search of the CHRIS from the SSJVIC at California State University, Bakersfield (Cultural Resources)

There is a 30-day public review requirement of the IS/NOP. Crawford & Bowen will prepare the required public notices (Notice of Availability, State clearinghouse notices, newspaper notices) and assist in the publication of the IS/NOP and related notices. A public scoping meeting may also be conducted during the IS/NOP process. Should the City decide to conduct a scoping meeting, Crawford & Bowen can attend and facilitate the scoping meeting.

AB 52/SB 18 Tribal Consultation: The City will be required to comply with AB 52 and SB 18. Crawford & Bowen will request a list of applicable Native American Tribes from the Native American Heritage Commission and assist the City with consultation letters to the Tribes. The City will be responsible for handling any consultation requests by the Tribes.

DRAFT SUBSEQUENT EIR

Crawford & Bowen will begin drafting the Administrative Draft Subsequent EIR (SEIR) as soon as the IS/NOP goes out for public review. Utilizing the items completed in Tasks 4.1 and 4.2 and the Circulation Element being prepared separately (not part of this scope of work), Crawford & Bowen will prepare the Administrative Draft SEIR. The SEIR will focus on the topics of Land Use and Transportation (all other topics are addressed in the IS/NOP). Other subsequent EIR sections will also be prepared (Alternatives, Cumulative Impacts, and other CEQA Sections).

The Administrative Draft SEIR will be submitted to the City for review, and any comments will be revised into the document to make it ready for the public review process. There is a 45-day public review requirement of the SEIR. Crawford & Bowen will prepare the required public notices (Notice of Availability, State Clearinghouse Notices, newspaper notice) and assist in the publication of the SEIR and related notices. Crawford & Bowen will also be available to participate in public meetings/hearings as necessary for the project. The scope assumes that Crawford & Bowen will attend up to four public hearings (two Planning Commission and two City Council meetings).

FINAL SUBSEQUENT EIR

Pursuant to Section 15088 of the CEQA Guidelines, the Final SEIR must respond in writing to each oral and written comment on the Draft SEIR made by individuals, agencies, and organizations that review it. The Final SEIR may also include minor revisions to the text of the Draft SEIR (if necessary) based on comments received during the public review process. This scope of work assumes up to 20 additional hours of research and analysis will be undertaken by Crawford & Bowen as necessary to respond to comments effectively and prepare the Final SEIR. A cost estimate is provided herein, which we believe will be adequate for the task. If the level of response exceeds the expectation described above, Crawford & Bowen will respond to those comments that are above and beyond the threshold on a time-and-materials basis or another mutually agreeable formula.

TASK 5: TRANSPORTATION AND MOBILITY ANALYSIS

GHD will prepare a transportation and mobility analysis that identifies key transportation issues and planning considerations that will be used to update the Circulation Element. As a part of the Transportation and Mobility Analysis, GHD will prepare a baseline transportation report to describe existing transportation systems and services based on the information collected in support of this task, input from the City staff, and our knowledge of the local area. In addition, GHD will address Complete Streets policies, reflecting new General Plan guidelines, explore issues related to SB 743 and vehicle miles of travel (VMT), and discuss emerging transportation technologies. GHD will utilize the Tulare County Association of Government's (TCAG) regional travel demand model to evaluate the current and future VMT per capita for City residents and businesses, which will assist staff as they develop new transportation policies that respond to SB 743 and reflect the community's values. GHD's research and studies will be utilized in the Subsequent EIR to evaluate impacts associated with the proposed amendments to the General Plan, primarily in the Transportation section of the document.

MOBILITY PROJECT MANAGEMENT

This task is for project management/communication throughout the General Plan update process. These tasks include monthly invoicing, progress reports, maintenance of overall project schedule, and bi-weekly correspondence with RRM and/or City of Dinuba staff. GHD will supervise, coordinate, and monitor the progress of the transportation-related portion of the study and design elements for conformance with City and State standards.

MEETINGS AND PUBLIC HEARINGS

This task is for project management GHD will attend two staff/Technical Advisory Committee meetings, one public workshop, one Planning Commission, and one City Council meeting, as required. These meetings will be established in consultation with City staff. The advance authorization will be required if additional meetings require GHD attendance. A component of the public workshop would include:

- Present a Transportation Baseline Performance of the City's Circulation System
- Present Potential Draft Circulation Element Update Plan Map and Policies
- Listen to the Public and Stakeholders for other Circulation concerns

Following public input, GHD will review, summarize, and interpret the issues and responses and work to integrate appropriate input into the plan documents.

SUBTASK 5.3: DATA COLLECTION/ TRAFFIC OPERATIONS ANALYSIS

GHD will review all study-related material, including past traffic analyses from other development proposals, the City of Dinuba and Tulare County General Plans/Circulation Elements, ATP, Bike Plan/ Maps, Tulare County Association of Governments (TCAG) proposed improvement plans, vehicular, pedestrian and bicycle site access points, project descriptions, and any other available, relevant studies.

GHD will collect new traffic data (AM and PM Peak Hours) at 10 intersection locations and 20 roadway segments as identified in the table below:

Study Intersections	Study Roadway Segments
1. El Monte Way & Road 56	**Nebraska Avenue**
2. El Monte Way & Road 92	3 Locations TBD
3. Kamm Avenue & Alta Avenue	**El Monte Way**
4. Nebraska Avenue & Alta Avenue	4 Locations TBD
5. Alta Avenue & Road 400	**Kamm Avenue**
6. – 10. TBD	3 Locations TBD
	Alta Avenue
	4 Locations TBD
	Crawford Avenue
	2 Locations TBD
	Citywide
	4 Locations TBD

Note: *TBD – Any combination not to exceed 10 peak hour counts and 20 roadway segment counts.*

Existing traffic conditions will be analyzed based on the data collected in Task 3. All critical roadways and intersections will be described in terms of functional classification, roadway geometries, number of travel lanes, current traffic volumes, and intersection spacing. Weekday intersection AM and PM peak hour capacity and queueing analyses reflecting travel demand data will be completed for Existing conditions. Potential roundabout intersections identified in the previous table will be conceptually reviewed, and a fatal flaw assessment will be provided at these intersections.

GHD will collect the most recent 5-year history of collision data (TIMS & SWITRS) within the study area to determine high activity collision locations and identify primary collision factors. These will be analyzed and graphed.

Alleys will also be assessed. GHD will work with RRM Design on developing recommendations to improve alley access and safety.

MULTIMODAL ANALYSIS

Transit Background Conditions Analysis

GHD will review and document the existing transit services (DART) diagnostic performance measures (e.g., fair box ratio, passenger service mile, revenue service hours, revenue service miles etc.) typically tracked as part of the required Triennial Performance Audit process will also be documented. This information will be reviewed relative to the service performance measures, goals and policies documented in the transit reports, documents and studies.

The assessment reports will be reviewed to identify unmet transit needs and any prominent needs that the community groups have expressed within the City for improved fixed route or ADA-compliant social service transportation services.

GHD will use the City's and/or TCAG's GIS database to prepare the following GIS maps:

- Transit service routes/lines
- Local service lines
- Regional service lines

Bikeway Background Conditions Analysis
GHD will review the information provided in the ATP, Tulare County Regional Bicycle Transportation Plan, and TCAG's most recent Regional Transportation Plan and Sustainable Community Strategy (RTP/SCS). The City's bicycle network will be stratified and described based on Class I, Class II, Class III and Class IV, and buffered facilities within the City. This information will be informed by the goals and policies documented in the existing General Plan, the City's Bike Maps, Tulare County Regional ATP and the TCAG RTP/SCS.

GHD will use available GIS databases to prepare the following GIS maps:

- Bikeway facilities (existing and planned)
- Class I facilities
- Class II facilities
- Class III facilities
- Class IV facilities
- Buffered facilities

Pedestrian Background Conditions Analysis
GHD will evaluate the existing conditions for pedestrians in the City, examining connectivity, access, and maintenance of the existing facilities. Using the GIS information as a starting point, the key pedestrian activity centers or corridors would be identified, including locations of public services, such as schools, hospitals, and government offices, as well as bus stops and transit centers. Connectivity for pedestrian movements as well as pedestrian access within downtown pedestrian activity centers will be evaluated.

Goods Movement Background Conditions Analysis
GHD will provide an assessment of goods movement. This analysis will address the primary modes of goods movement, including truck, rail, and air. This assessment will include reviewing the linkages and coordination issues between these modes for goods movement within the City of Dinuba and Tulare County. GHD will identify those City roadways where existing heavy-duty vehicle levels are being experienced in consultation with City staff. Where observations of high levels of STAA-sized trucks are operating on non- Terminal or Service Access STAA designated routes will be noted. For these roadways, GHD will adjust the heavy vehicle percentages in the traffic operations to adequately account for higher passenger car equivalents in these calculations under future conditions analysis.

GHD will prepare the following GIS maps:

- STAA National and Terminal Access Routes (existing)

Aviation Facilities
GHD will provide an assessment of general aviation and commercial passenger aviation facilities, including general aviation facilities. This assessment will include enplanement trends, commercial provider status, and a review of the accessibility and coordination linkages between aviation and other modes (e.g., transit services).

GHD will prepare the following GIS maps:

- Aviation Facilities

Rail Facilities
The San Joaquin Valley is served by the Amtrak/San Joaquin passenger rail service that connects the City of Dinuba to train stations in Hanford or Fresno. The existing Southern Pacific Railroad bisects Dinuba. The freight rail network and facilities will be reviewed and documented.

GHD will prepare the following GIS maps:

- Rail Facilities

Transportation-Land Use Coordination Background Conditions Analysis

Based on the proposed modifications to the General Plan, GHD will work closely with the consultant team to accurately characterize the goals, objectives, strategies and policies that complement transportation and land use coordination in the City. This will also include those goals/objectives/ strategies/ policies that may serve as barriers to effective coordination. The connection between transportation and land use should lead to General Plan policies that encourage densification, mixed-use development, and connectivity for non-motorized travel. GHD will work with the City and the General Plan team to check the consistency between the proposed land uses and the TCAG RTP/SCS goals, objectives and strategies.

Transportation Demand Management (TDM)/System Management (TSM) Existing Conditions Analysis

GHD will examine the following data sources for travel demand characteristics and demand management trends pertaining to the City of Dinuba/Tulare County:

- American Community Surveys (ACS)
- Census Transportation Planning Products (CTPP)
- Household Travel Surveys
- California Household Travel Survey (CHTS)
- National Household Travel Survey (NHTS)

The status of TSM strategies such as park-and-ride lots, traffic signal timing management, pavement management and intelligent transportation system will be addressed. A status update and estimate of the maintenance backlog of the City's pavement management system will be documented, e.g., miles of roadway, miles in need of maintenance and projected maintenance cost.

CIRCULATION ELEMENT POLICIES, MAP, AND DOCUMENT

Draft Circulation Element Update document, including its policies and map, will be prepared and reviewed by City staff before vetting the draft document with City officials and the community. It is anticipated that this task will be interactive with City staff to finalize the draft document for public review. Then, following public review, finalize the document for approval before City Council.

In addition to completing the Circulation Element Update document, GHD will also collate the past working papers, including the Existing Conditions Background Report, into a supporting Technical Appendix.

TRANSPORTATION SECTION OF SUBSEQUENT EIR

GHD will work with the City to develop significant criteria to evaluate the transportation system. GHD will develop future daily traffic forecasts at up to 25 roadway segments for the Final General Plan. These forecasts may be adjusted to account for model error before being used in subsequent operations analysis. GHD will work with the City to develop Level of Service (LOS) thresholds to conduct the daily roadway travel forecasts for the 25 segments. GHD will develop vehicle miles of travel (VMT) estimates for the greenhouse gas assessment in compliance with the 2017 Office of Planning and Research (OPR) General Plan Guidelines and Senate Bill 743.

GHD will also qualitatively evaluate the impacts on transit and non-motorized systems of the No Project and the Preferred Alternative and recommend mitigation measures to address potentially significant impacts of the Plan. GHD will summarize the assessment results in a technical memorandum during the development of the Circulation chapter of the EIR.

GHD will then document the initial results in a variety of technical reports for the project team to review that may include feedback to General Plan policies that could reduce potentially significant impacts to a less than significant level. We expect that other project team members will use the various technical reports to prepare the administrative draft and draft Circulation section of the EIR. We will review the draft documents for consistency with the analysis.

GHD will use the TCAG model to evaluate the General Plan and two project alternatives using VMT estimates, including citywide VMT, home-based VMT, and employment-based VMT. GHD will also use the TCAG model to examine full trip lengths for all internal-external (I-X) and external-internal (X-I) trip lengths. GHD will produce 25 daily roadway segments traffic forecasts for the preferred alternative from locations where previous counts were collected. GHD will also identify the major transportation infrastructure necessary to address the deficiencies identified through modeling. The results will determine the effectiveness of potential circulation improvements resulting from the General Plan for the final Preferred Alternative and include the final land use and circulation system improvements.

VMT ANALYSIS: DEVELOPMENT OF LOCAL GUIDANCE

This task will review TCAG's Regional Travel Demand Forecast Model (Model) and Establish VMT Baseline data. GHD will present the existing and future land use inputs of the TCAG Model, by TAZ, for review by the participating agencies. This review will be important in ensuring regional consistency in model application for both traffic forecasting and VMT analysis. GHD has the ability to present these maps and data either as static documents (PDF), presented with sufficient data to perform this review or through an interactive web-based, map-based tool.

While it is anticipated that this project will use the TCAG Model to establish VMT baselines, GHD will compare the Model inputs and outputs to those from other available local area travel demand models. It is understood that local agencies' General Plans may not be consistent with the TCAG RTP/SCS. However, since VMT baseline values and screening criteria are generally based on existing conditions rather than a future model scenario, this inconsistency between future land use assumptions, with respect to VMT analysis, should be applicable to relatively few use cases.

GHD will also present publicly available databases that are helpful in ground-truthing VMT estimates. These will include census block level journey-to-work origin-destination pairs from US Census's Longitudinal Employer-Household Dynamics (LEHD) and boundary-based total VMT estimates from FHWA's Highway Performance Monitoring System (HPMS). GHD will compare the results of GIS shortest- and fastest-path network analysis utilizing LEHD data for work-to-home and home-to-work trips, as well as household travel survey data and Highway Performance Monitoring System (HPMS) data.

GHD understands that adjacent regional models (e.g., Fresno COG) will need to be consulted to estimate VMT for trips with an external origin or destination due to Dinuba's location near the Fresno County line. However, consulting these models and applying their trip ends to County trips may not sufficiently measure the trip length of home-to-work and work-to-home trips. Other non-travel model sources should be consulted to measure an accurate VMT baseline, which is perhaps the most critical step of this process. GHD has experience working with LEHD data to estimate external trip length at model boundaries.

GHD will present a recommendation in a draft memorandum to the City of Dinuba and the participating agencies. After the advisory group selecting a preferred methodology, GHD will prepare an auditable off-model VMT workbook to calculate and establish the baseline VMT in the participating agencies' jurisdictions. Any hybrid approaches that require off-model inputs from "big data" sources or other area models will be developed using database or spreadsheet workbooks that can be updated systemically as new data, or as new models, are developed to facilitate future updates, peer review, and refinements, along with an appropriately detailed user guide.

GHD will present a draft memorandum to the participating agencies that details draft baseline VMT maps, appropriate efficiency metrics for different land use types (e.g., per capita, per service population, net VMT), and calculation methodologies. GHD will prepare a section to the draft memorandum that discusses potential CEQA implementation considerations of the modeling approaches and how the VMT baseline will affect future CEQA documents and CEQA defensibility. Following review, GHD will incorporate comments into a final draft technical memorandum that summarizes all components of Task 2. Based on GHD's experience working with both regional and local VMT baselines, this scope includes the development of one regional plus incorporated areas baseline for participating municipalities and one regional excluding incorporated areas baseline for the County.

Deliverables:

- *Draft memorandum that recommends a baseline VMT approach*
- *Draft memorandum that details the selected VMT baseline calculation*
- *Draft maps of baseline VMT*
- *Final draft memorandum that summarizes all Task 2 deliverables*

Develop VMT Thresholds and Screening Criteria

GHD will develop, test, and document VMT thresholds appropriate to the participating agencies' existing and anticipated land uses. GHD will recommend work with the City of Dinuba and the participating agencies to explore, as needed, a variety of thresholds applicable to specific land use types, jurisdictions, or geographies. GHD anticipates that this task will consider more refined VMT area boundaries, such as city limits or spheres of influence, and less refined VMT area geographies, such as "urbanized" versus "rural." GHD will identify thresholds for land use projects, area-wide plans, and transportation projects.

GHD will develop defensible screening criteria and maps to identify when a project should be expected to cause a less-than-significant transportation impact without conducting a detailed VMT study when the use of a sketch-planning tool is applicable and when a full TCAG TDM model run is necessary to estimate VMT.

GHD will document the proposed threshold and screening criteria in a draft memorandum for review by the City of Dinuba and the participating agencies. RRM Design will contribute a section to the draft memorandum that discusses potential CEQA implementation considerations of the VMT thresholds and screening criteria and whether any may be likely to encounter future procedural, regulatory, or policy conflicts. GHD will then incorporate the advisory group's comments into a final draft technical memorandum.

Deliverables:

- *Draft and final draft technical memorandums on proposed VMT thresholds and screening criteria*

Develop TDM Strategies for VMT Mitigation
GHD will review California Air Pollution Control Officers Association's guidance and other available guidelines and studies and summarize documented quantifiable strategies to reduce VMT and develop a list of feasible travel demand management (TDM) strategies. GHD will assess the mitigation potential of the strategy based on land use patterns, travel behaviors, documented effectiveness (elasticities), and relevancy to projects in the participating agencies' jurisdictions of the County. GHD will also evaluate innovative strategies to reduce VMT, such as regional mitigation banking and exchange programs.

Where TDM measures may not be appropriate or may not realistically yield VMT reductions in more rural areas of the County, payment towards a regional TDM strategy could be an attractive solution to reduce potential project impacts under CEQA.

GHD will document the proposed TDM strategies and VMT mitigation measures in a draft memorandum for review by the City of Dinuba and the participating agencies. RRM Design will contribute a section to the draft memorandum that discusses potential CEQA implementation considerations of the mitigation measures and whether any may be likely to encounter future procedural, regulatory, or policy conflicts. GHD will then incorporate the advisory group's comments into a final draft technical memorandum.

Deliverables:

- *Draft and final draft technical memorandums documenting feasible TDM strategies and context sensitive VMT mitigation measures*

TASK 6: CITY COUNCIL AND PLANNING COMMISSION MEETINGS

PUBLIC HEARINGS AND FINAL DOCUMENTS

RRM, Crawford & Bowen, and GHD will prepare for and attend one Planning Commission and one City Council hearings to assist City staff in presenting the Focused General Plan Amendments and associated environmental documentation, including preparing PowerPoint presentation materials.

Following the action taken by the City Council, RRM will make the final edits and modifications to the Focused General Plan Amendments. It is assumed that one set of revisions will be made, incorporating both the Planning Commission recommendations and City Council action. Errata sheets may be used to document preferred changes between the public hearings.

Deliverables:

- *Prepare for and attend up to two (2) public hearings, including preparation of PowerPoint presentation materials*
- *Prepare final Focused General Plan Amendments document and maps*

TASK 7: PROJECT MANAGEMENT

PROJECT MANAGEMENT AND COORDINATION

Throughout the project, RRM will need to coordinate with City staff, various departments, and subconsultants. This task is intended to allow for necessary coordination between the project team members and City staff, including correspondence, record-keeping, electronic file management, and additional necessary coordination. This assumes an average of seven hours per month for up to 18 months of RRM time.

Deliverables:

- *Ongoing project coordination and management as described above*

TASK 8: WEB PAGE

PROJECT WEBSITE, SOCIAL MEDIA, AND PROJECT COLLATERAL

RRM will work with City staff to leverage existing online resources, including social media platforms, and determine how new resources can augment online outreach efforts. RRM will work with staff to set up a project webpage as part of the City's website and provide up to three email/social media project updates and companion graphics developed as part of Administrative Draft for City distribution. In addition, we will prepare a graphically oriented and easy to understand informational flyer to provide an overview of the project, City contact information, and additional project-related information.

Deliverables:

- *Coordinate with City to set up project webpage on City website*
- *Prepare informational material to be distributed and post on the City website*
- *Provide three (3) email/social media project updates*

TASK 9: LAFCO SERVICE REVIEW

LAFCO SERVICE REVIEW

RRM will examine the potential to modify the Dinuba Sphere of Influence (SOI), trading out areas in the northern SOI boundary to allow for potential additions in the southern SOI boundary where more development is expected to occur in the vicinity of the proposed new high school.

We will provide a map to show adjustments desired and meet with LAFCO to outline the steps to adjusting these boundaries.

Deliverables:

- *Land Use Map with proposed SOI modifications*
- *Meeting and coordination with LAFCO*
- *Outline of steps necessary to accommodate and boundary changes or SOI modifications*

TASK 10: MEETING ATTENDANCE AND RESEARCH

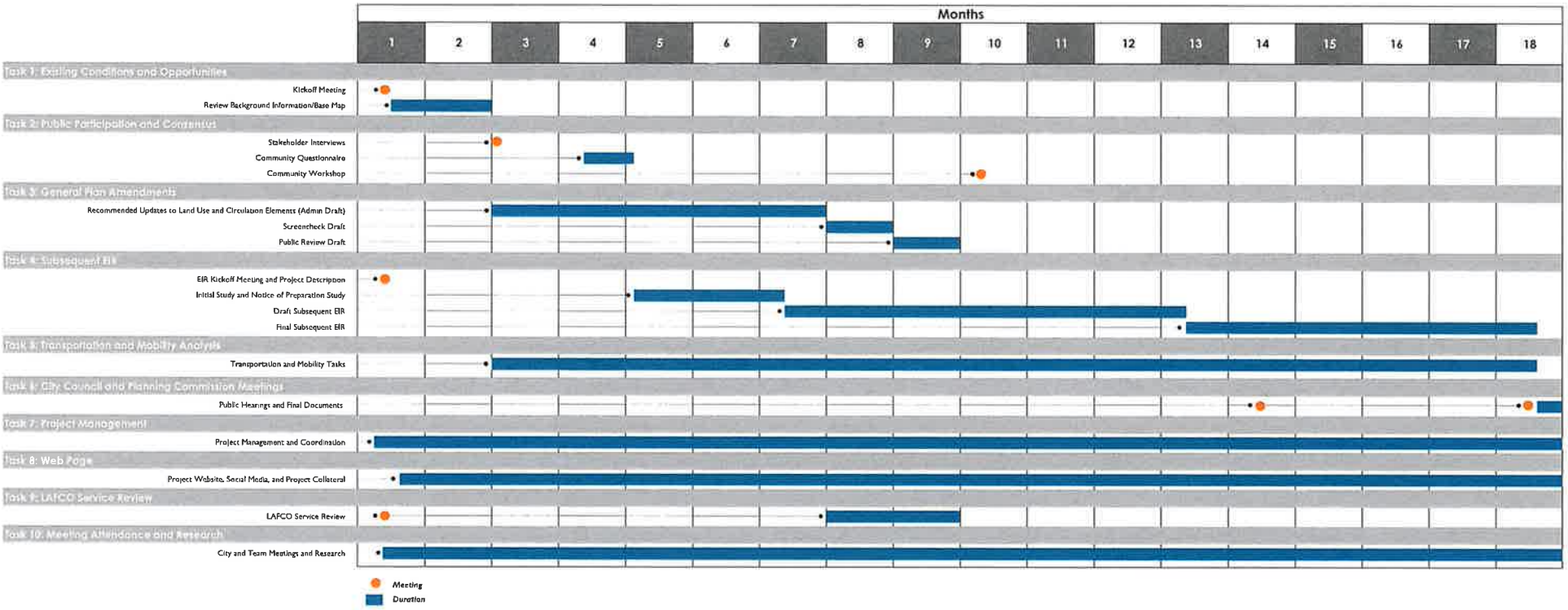
CITY AND TEAM MEETINGS AND RESEARCH

This task is to accommodate City and team meetings and coordination throughout the process. This may also include preparing project updates, team meetings, conference calls, regular city update meetings, and monthly invoices. Research will be conducted as part of Task 1. This task assumes ten virtual one hour meetings for the RRM team.

Deliverables:

- *Meetings and coordination for to ten (10) virtual meetings*

TIMELINE


Months
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
Task 1: Existing Conditions and Opportunities
Kickoff Meeting
Review Background Information/Base Map
Task 2: Public Participation and Comment
Stakeholder Interviews
Community Questionnaire
Community Workshop
Task 3: General Plan Amendments
Recommended Updates to Land Use and Circulation Elements (Admin Draft)
Screencheck Draft
Public Review Draft
Task 4: Subsequent EIR
EIR Kickoff Meeting and Project Description
Initial Study and Notice of Preparation Study
Draft Subsequent EIR
Final Subsequent EIR
Task 5: Transportation and Mobility Analysis
Transportation and Mobility Tasks
Task 6: City Council and Planning Commission Meetings
Public Hearings and Final Documents
Task 7: Project Management
Project Management and Coordination
Task 8: Web Page
Project Website, Social Media, and Project Collateral
Task 9: LAFCO Service Review
LAFCO Service Review
Task 10: Meeting Attendance and Research
City and Team Meetings and Research
Meeting
Duration

Section 6

COST PROPOSAL
Proposal for Focused General Plan Update

Direct new growth to urban infill areas to minimize agricultural/ habitat impacts

Provide pedestrian links between urban center, neighborhoods and open spaces

Encourage a variety of housing types

Provide shade trees, benches and other pedestrian amenities



LEGEND

- PUBLIC FACILITY
- GENERAL COMMERCIAL
- DOWNTOWN DISTRICT
- LIGHT INDUSTRY
- HEAVY INDUSTRY
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- OPEN SPACE / RECREATION

COST PROPOSAL

			RRM DEBBIE RUDD		RRM JAMI WILLIAMS		RRM PAM RICCI		RRM RACHEL RAYNOR		GHD		CRAWFORD & BOWEN	
			Principal-in-Charge		Project Manager		Principal Planner		Planner		Mobility		Environmental	
			250 $ per hour		230 $ per hour		190 $ per hour		130 $ per hour		lump sum per task		lump sum per task	
Task 1: Existing Conditions and Opportunities	FEE TYPE													
	Task 1 Value:	**$ 13,640**	4	$1,000	6	$1,380	10	$1,900	72	$9,360	$0		$0	
Task 2: Public Participation and Consensus	FEE TYPE													
	Task 2 Value:	**$ 19,340**	2	$500	20	$4,600	12	$2,280	92	$11,960	$0		$0	
Task 3: General Plan Amendments	FEE TYPE													
	Task 3 Value:	**$ 71,050**	16	$4,000	48	$11,040	108	$20,520	273	$35,490	$0		$0	
Task 4: Subsequent EIR	FEE TYPE													
	Task 4 Value:	**$ 55,730**	0	$0	21	$4,830	36	$6,840	0	$0	$0		$0	$44,060
Task 5: Transportation and Mobility Analysis	FEE TYPE													
	Task 5 Value:	**$ 86,640**	6	$1,500	10	$2,300	20	$3,800	4	$520	$78,520		$0	
Task 6: City Council and Planning Commission Meetings	FEE TYPE													
	Task 6 Value:	**$ 13,880**	0	$0	20	$4,600	16	$3,040	48	$6,240	$0		$0	
Task 7: Project Management	FEE TYPE													
	Task 7 Value:	**$ 28,260**	0	$0	108	$24,840	18	$3,420	0	$0	$0		$0	
Task 8: Web Page	FEE TYPE													
	Task 8 Value:	**$ 7,040**	0	$0	8	$1,840	0	$0	40	$5,200	$0		$0	
Task 9: LAFCO Service Review	FEE TYPE													
	Task 9 Value:	**$ 7,100**	0	$0	2	$460	24	$4,560	16	$2,080	$0		$0	
Task 10: Meeting Attendance and Research	FEE TYPE													
	Task 10 Value:	**$ 7,320**	8	$2,000	12	$2,760	8	$1,520	8	$1,040	$0		$0	
	Estimated Project Total	**$ 310,000**												

Fee Footnote

Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

RRM PROJECT
Los Altos Downtown Vision

Section
7

ATTACHMENTS

Proposal for Focused General Plan Update



CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Manager's Office 559/591-5904
City Attorney 559/734-6729
Administrative Services 559/591-5900
Development Services 559/591-5906
Public Works Services 559/591-5924
Engineering Services 559/591-5906
Parks & Community Services 559/591-5940
Fire/Ambulance Services 559/591-5931
Police Services 559/591-5914

April 19, 2021

ADDENDUM NO. 1
CITY OF DINUBA

REQUEST FOR PROPOSALS
FOCUSED GENERAL PLAN UPDATE

NOTICE

Notice is hereby given that the City of Dinuba has prepared an addendum to the Request for Proposals (RFP) for a **Focused General Plan Update** issued on April 14, 2021. This formal Addendum shall be signed by each Proposer and attached to their submittal package. Careful note of this Addendum shall be taken by all parties of interest so that the proper allowance may be made in all computations, estimates and contracts, and all trades affected shall be fully advised in the performance of the work which will be required by them. In cases of conflict between the RFP and this Addendum, this Addendum shall govern.

The City of Dinuba issues this Addendum No. 1 to inform Proposers of the following changes, corrections, or information regarding the Request for Proposals:

1. Submittal Deadline Extended. The revised submittal deadline shall be no later than **3:00 P.M. PST, on Friday, May 14, 2021.** Delivery instructions remain unchanged.

Bidders Acknowledgment

Debbie Rudd, LEED AP
Principal-in-Charge
Bidder's Authorized Representative

George Avila
Public Works Business Manager

405 East El Monte Way, Dinuba, CA 93618 www.dinuba.org E-Mail address: info@dinuba.ca.gov

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City Manager's Office 559/591-5904
City Attorney 559/734-6729
Administrative Services 559/591-5900
Development Services 559/591-5906
Public Works Services 559/591-5924
Engineering Services 559/591-5906
Parks & Community Services 559/591-5940
Fire/Ambulance Services 559/591-5931
Police Services 559/591-5914

May 12, 2021

ADDENDUM NO. 2
CITY OF DINUBA

REQUEST FOR PROPOSALS
FOCUSED GENERAL PLAN UPDATE

NOTICE

Notice is hereby given that the City of Dinuba has prepared an addendum to the Request for Proposals (RFP) for a **Focused General Plan Update** issued on April 14, 2021. This formal Addendum shall be signed by each Proposer and attached to their submittal package. Careful note of this Addendum shall be taken by all parties of interest so that the proper allowance may be made in all computations, estimates and contracts, and all trades affected shall be fully advised in the performance of the work which will be required by them. In cases of conflict between the RFP and this Addendum, this Addendum shall govern.

The City of Dinuba issues this Addendum No. 2 to inform Proposers of the following changes, corrections, or information regarding the Request for Proposals:

1. Project Description. The entire "Zoning Ordinance Update" subheading shall be deleted. This part of the project scope has been removed and is no longer a part of this Request for Proposals.
2. Submittal Deadline Extended. The revised submittal deadline shall be no later than **3:00 P.M. PST, on Friday, May 21, 2021.** Delivery instructions remain unchanged.
3. Professional Scope of Services. Item "IX" shall be removed, all other items remain unchanged.

Bidders Acknowledgment

Debbie Rudd, LEED AP
Principal-in-Charge
Bidder's Authorized Representative

George Avila
Public Works Business Manager

405 East El Monte Way, Dinuba, CA 93618 www.dinuba.org E-Mail address: info@dinuba.ca.gov

CONTRACT DEVIATION OR MODIFICATION

RRM Design Group is in substantial agreement with the City's Standard Agreement. We request the following edits to ensure it is in compliance with State of California Civil Code Section 2782.8:

SECTION 9. STANDARD OF PERFORMANCE.
CONSULTANT represents ~~and warrants~~ that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.
(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law. Notwithstanding any provision to the contrary in this Section 14, CONSULTANT shall not be restricted from disclosing any information that is reasonably necessary for CONSULTANT to disclose: (1) to CONSULTANT's employees, subconsultants and the General Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for CONSULTANT to defend itself from any legal action or claim.

~~(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.~~

~~(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONSULTANT'S conduct.~~

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. ~~CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.~~

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, ~~defend, protect~~ and hold harmless INDEMNITEES from and against, any and all liabilities, ~~claims, actions, causes of action, proceedings, suits,~~ damages, judgments, ~~liens, levies,~~ reimbursement of reasonable related costs and expenses ~~of whatever nature~~, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring to the extent found to be as a result of or ~~allegedly~~ caused by the CONSULTANT'S negligent performance of or negligent failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT shall reimburse CITY's reasonable defense costs tied directly to CONSULTANT's determined percentage of fault as set forth in California Civil Code 2782.8 as it is written as of the date of this Agreement, ~~upon notice from CITY, shall defend INDEMNITEES at CONSULTANT'S expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT'S obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder.~~ The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY'S ~~sole~~ negligence or willful acts or omissions.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, ~~in addition to any other~~ as part of total relief to which it may granted by a court of competent jurisdiction ~~be entitled~~.

A. INSURANCE REQUIREMENTS.

b. Comprehensive general liability insurance with a combined single limit of not less than $500,000 per occurrence covering injury to or death of any person or persons, and with limits of not less than $500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled ~~or reduced~~ until thirty (30) days after the City Manager has received notice of such cancellation ~~or reduction~~. A ten (10) day written notice to CITY shall apply to non-payment of premium. CONSULTANT shall provide thirty (30) days written notice to CITY prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.

c. Comprehensive automobile liability insurance with a combined single limit of not less than $500,000 covering per occurrence covering injury to or death of any person or persons, and with limits of not less than $500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled ~~or reduced~~ until thirty (30) days after the City Manager shall have received notice of such cancellation ~~or reduction~~.

B. Insurance policies required by this AGREEMENT shall contain the following provisions:

a. All Policies: Each insurance policy required by this paragraph shall be endorsed and state that the coverage shall not be ~~suspended, voided~~, cancelled by the insurer or either party to this AGREEMENT, ~~reduced in coverage or in limits~~ except after 30 days' prior written notice by ~~Certified~~ U.S. First-Class mail, ~~return receipt requested~~, has been given to George Avila, Business Manager, 405 E. El Monte Way, Dinuba, CA 93618. A ten (10) day written notice to CITY shall apply to non-payment of premium. CONSULTANT shall provide thirty (30) days written notice to CITY prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.



AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF DINUBA AND RRM DESIGN GROUP

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ___ day of _____ 2021, by and among the City of Dinuba, a California municipal corporation ("CITY") RRM Design Group ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of two (2) years from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed **($310,000) dollars**, unless additional compensation is approved in writing by the City Manager.

(b) Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or

expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT'S work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT'S work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT'S work shall be deemed to have been accepted. CITY'S acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT'S work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT'S performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT'S address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT'S business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT'S officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT'S officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT'S officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services

similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT'S performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reim-bursement and indemnity from CONSULTANT for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONSULTANT'S conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admiss-ions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT'S performance of or failure to perform any services under this

AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT'S expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT'S obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY'S sole negligence or willful acts or omissions.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material consi-derations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT'S duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT'S staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT'S staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT'S possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:
Luis Patlan, City Manager
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

To CONSULTANT:
Jami Williams, CNU-A
Principal/ Project Manager
RRM Design Group
3765 South Higuera Street, Suite 102
San Luis Obispo, CA 93401

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If an term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT:

By_____
(Authorized Officer)

By_____
APPROVED AS TO FORM:
(Authorized Officer)

CITY OF DINUBA:

By _____
Luis Patlan, City Manager

_____
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK

TASK 1: EXISTING CONDITIONS AND OPPORTUNITIES

KICKOFF MEETING

RRM Design Group (RRM), Crawford & Bowen, and GHD will prepare for and conduct an initial kickoff meeting with City staff. City staff will be responsible for meeting logistics and a virtual tour of the study area. This task is anticipated to include the following topics:

- Identification of key project contacts and information exchange
- Review of project objectives, scope of work, and project timeline
- Discussion of issues to be focused on during the project
- Identification of optimal working relationship (e.g., receipts, review of materials, turnaround times)
- Discussion of the public outreach strategy
- Virtual tour of the study area

Deliverables:

- *Kickoff meeting*
- *Refined timeline, if applicable*
- *List of requested information from City*

REVIEW BACKGROUND INFORMATION/ BASE MAP

RRM will gather and review data that is relevant to this assignment. The primary purpose of this effort is to get up to speed on past and current planning efforts and harness the wealth of existing data that can be used in the General Plan update process. This task will include a review of City materials as well as information from other agencies as available. Preliminary resource documents and data include, but are not limited to, the current General Plan, Zoning Code, Zoning Map, City GIS data, current related policies, and other relevant materials. Relying on available information and technical data, RRM will evaluate the existing physical and regulatory conditions in the project study area. No new technical studies are assumed as part of this task.

As part of this task, a base map will be prepared for the study area to be used throughout the project building from City-provided GIS data.

Deliverables:

- *Conduct background research*
- *Prepare project base map*

TASK 2: PUBLIC PARTICIPATION AND CONSENSUS

RRM believes an effective community outreach program creates confidence in the planning process, promotes broad-based understanding, and reflects the interests and needs of the community. We also believe that every project and every community deserves a customized approach to maximize success. The Focused General Plan Amendments will result from this collaborative, consensus-building process involving the Dinuba community. The community engagement process will focus on directly affected stakeholders, including property owners, businesses, interest groups, civic decision-makers, and the community at large. The effort will be tailored to be effective in building a collaborative interest and obtaining consensus in the project, given the potentially diverse group of stakeholders that may have differing needs and expectations. As COVID-19 conditions have affected community events for the foreseeable future, the proposed engagement approach in this task correspondingly has been adapted. However, we welcome further refinement based on discussions with staff and possible changing conditions. This task provides a number of hours that can potentially be reallocated to support different engagement activities.

STAKEHOLDER INTERVIEWS

RRM will conduct a series of stakeholder interviews within a single day to solicit input from individuals or interest groups. The interviews involve a series of half-hour to one-hour confidential meetings (held via video/teleconference).

Deliverables:

- *RRM will facilitate one (1) day, up to eight (8) hours, of meetings with stakeholders. We ask that staff be responsible for noticing and meeting logistics and contacting key stakeholders*

COMMUNITY QUESTIONNAIRE

RRM will develop a community questionnaire to generate feedback on the Focused General Plan Amendments. The questionnaire will offer community members flexibility to participate in the process at their convenience. RRM will collaborate with GHD and the City to create the questionnaire questions. The City may choose to distribute and advertise the questionnaire on one or more of the following platforms: social media, the website, at City Council hearings, or through stakeholders. City to provide translation services if desired.

Deliverables:

- *One (1) online questionnaire; one (1) round of revisions from City comments*

COMMUNITY WORKSHOP

RRM will facilitate a virtual public workshop to present an overview of the Focused General Plan Amendment key concepts. The workshop will consist of an overview of the proposed General Plan changes and recommendations, including land use, circulation, and roundabout graphics. We will have exercises and methods to solicit feedback from the community. The workshop will be recorded and be posted on the project website.

Deliverables:

- *One (1) virtual workshop*
- *Material for workshop such as PowerPoint*
- *One (1) summary memo of participant input, ideas and comments*

We ask that City staff be responsible for advertisement beyond the material we provide.

TASK 3: GENERAL PLAN AMENDMENTS

RECOMMENDED UPDATES TO LAND USE AND CIRCULATION ELEMENTS

The goal of this task is to prepare focused amendments to the City's General Plan Land Use Element and Circulation Element to reflect desired changes in land uses and circulation in Dinuba. This will include evaluating the potential for new roundabouts at several key intersections, promoting the concept of active alleys in the downtown.

Land Use Element

RRM will prepare focused revisions to the existing Land Use Element to address land use and housing needs in Dinuba. It will analyze opportunities to designate new areas for residential in the community, including the area around the proposed new Dinuba high school and the downtown area. The Land Use Element will include policy directives to streamline the review of mixed-use projects in the downtown core and explore land use changes to support a new civic center downtown.

Content revisions are anticipated to include updated narrative, land use designations, land use maps, statistical updates, and refinements to goals and policies. Assumptions for this task include City provision of the existing Land Use Element in MSWord and base files (such as ArcGIS) for exhibits.

Circulation Element

RRM will prepare a focused update to the Circulation Element, with support from GHD. This element will refine goals and policies that establish a balanced, multimodal approach to serve existing development and accommodate anticipated growth pursuant to the General Plan Guidelines and the Complete Streets Act. Utilizing content prepared for the VMT Guidelines and technical analyses conducted as part of Task 4, Master EIR, GHD will support policy development for the Circulation Element. VMT threshold criteria will be brought forward to the Circulation Element pursuant to alternate transportation metrics required by SB 743. The updated Element will include new policies to adopt VMT as a performance metric. Content revisions are anticipated to have updated narrative, methodology, exhibits, and refinements to goals and policies. Assumptions for this task include City provision of the existing Circulation Element in MSWord and base files (such as ArcGIS) for exhibits.

Deliverables:

- *RRM will assemble all consultant and City data into updated Land Use and Circulation Elements, format the document, and produce one (1) electronic PDF Administrative Draft. This draft is for in-house administrative review only and will be refined for the Screencheck Draft. City will provide one (1) consolidated marked up redline version of all City comments*

SCREENCHECK DRAFT

Following the completion of the Administrative Draft of the Focused General Plan Amendments and receipt of the single set of redlined comments from the City, RRM will produce a Screencheck Draft. At this point, City's comments will have been integrated, and this draft will provide an additional internal review opportunity before the development of the Public Hearing Draft.

Deliverables:

- *City staff will provide one (1) consolidated marked up redline version of all comments, and RRM will make such revisions. RRM will provide one (1) electronic of the Screencheck Draft Specific Plan*

PUBLIC REVIEW DRAFT

This Draft of the Focused General Plan Amendments is intended for public review and will include any remaining requested revisions and edits from City staff on the Screencheck Draft.

Deliverables:

- *City staff will provide one (1) consolidated marked up redline version of all comments, and RRM will make such revisions. RRM will provide one (1) electronic of the Public Review Draft Specific Plan*

TASK 4: SUBSEQUENT EIR

The Existing General Plan was last updated in 2008, at which time an EIR was prepared. The City needs to conduct a CEQA evaluation of the proposed Focused General Plan Update. Based on the environmental sub-consultant Crawford & Bowen's review of the RFP and understanding of the project, we anticipate that a Subsequent EIR (to the City's existing General Plan EIR) will be the appropriate CEQA document for the proposed project. Under CEQA Guidelines Section 15162, a Subsequent EIR is used when a previous EIR has been completed. Still, substantial changes to the original project require revisions to the previous EIR due to new impacts and/or increases in the severity of previously identified impacts. The proposed Focused General Plan Update is not a comprehensive update but is a targeted update to specific Elements of the General Plan in specific areas of the City. Therefore, relative to the City-wide General Plan EIR, the proposed changes are not considered significant to the extent that a new stand-alone EIR would be required. Thus, the subsequent EIR is being proposed.

The Subsequent EIR will analyze the changes in the severity of impacts due to the proposed project beyond what was analyzed in the City's existing General Plan EIR. Each Appendix G environmental topic (e.g., aesthetics, agriculture, hazards, traffic, etc.) will include a description of the project impacts; whether the proposed changes would result in new or substantially more severe significant impacts than identified in the existing General Plan EIR, and any feasible mitigation to reduce such impacts (if applicable).

CEQA Guidelines Section 15146 states: "The degree of specificity required in an EIR will correspond to the degree of specificity involved in the underlying activity which is described in the EIR." The Focused General Plan Update is a program-level project, meaning that impacts are generally described at the qualitative rather than quantitative level. Should the City require a different document, or after public review, it is determined that a stand-alone CEQA document should be prepared. Crawford & Bowen can provide a scope of work for such services.

EIR KICKOFF MEETING AND PROJECT DESCRIPTION

Crawford & Bowen will meet with City staff and RRM to further discuss the project's intent, scope, and details. It is anticipated that project information will be provided to Crawford & Bowen at this time. Lines of communication will be established, and a schedule developed. Also, as part of this task, the Crawford & Bowen team will obtain and review all available background materials, to become fully familiar with the project and key issues.

Based on the project kickoff meeting results and the City's materials, and Crawford & Bowen's review of other relevant information, a draft project description will be prepared for the City's review and comment. As specified in the State CEQA Guidelines, Section 15124, the EIR will include a detailed project description using text and graphics inclusive of the project's regional and local setting and the project's history and land use. The final project description will be used in preparing the Initial Study and Notice of Preparation under Task 4.2.

INITIAL STUDY AND NOTICE OF PREPARATION STUDY

Crawford & Bowen will prepare an Initial Study / Notice of Preparation (IS/NOP) consistent CEQA Guidelines. The IS/NOP will contain all statutory requirements, including the project description developed in Task 4.1 above, project location, a brief overview of potential environmental impacts, project maps, the address where the documents are available for review, the address where comments may be sent, and the deadline for submitting comments. Since the General Plan update is a "Focused" Update that concentrates on Land Use and Circulation, it is anticipated that the IS/NOP will be used to "focus" the EIR on the more substantial topics of Land Use and Circulation (Transportation) as identified under Task 4.3 below. The IS/NOP will evaluate the following CEQA Guidelines Appendix G Checklist items:

Aesthetics	Agriculture and Forestry Resources	Air Quality
Biological Resources	Cultural Resources	Energy
Geology/Soils	GHG	Hazards and Hazardous Materials
Hydrology/Water Quality	Mineral Resources	Noise
Population/Housing	Public Services	Recreation
Tribal Cultural Resources	Utilities/Service Systems	Wildfire

To support the analysis, Crawford & Bowen will also provide the following:

- CalEEMod will be utilized to assess potential criteria pollutants and greenhouse gas emissions, and the output files will be included as a technical appendix. (Air Quality/GHG)
- CNDDB search will be conducted to identify any potential biological species. (Biological Resources)
- Cultural Records Search of the CHRIS from the SSJVIC at California State University, Bakersfield (Cultural Resources)

There is a 30-day public review requirement of the IS/NOP. Crawford & Bowen will prepare the required public notices (Notice of Availability, State clearinghouse notices, newspaper notices) and assist in the publication of the IS/NOP and related notices. A public scoping meeting may also be conducted during the IS/NOP process. Should the City decide to conduct a scoping meeting, Crawford & Bowen can attend and facilitate the scoping meeting.

AB 52/SB 18 Tribal Consultation: The City will be required to comply with AB 52 and SB 18. Crawford & Bowen will request a list of applicable Native American Tribes from the Native American Heritage Commission and assist the City with consultation letters to the Tribes. The City will be responsible for handling any consultation requests by the Tribes.

DRAFT SUBSEQUENT EIR

Crawford & Bowen will begin drafting the Administrative Draft Subsequent EIR (SEIR) as soon as the IS/NOP goes out for public review. Utilizing the items completed in Tasks 4.1 and 4.2 and the Circulation Element being prepared separately (not part of this scope of work), Crawford & Bowen will prepare the Administrative Draft SEIR. The SEIR will focus on the topics of Land Use and Transportation (all other topics are addressed in the IS/NOP). Other subsequent EIR sections will also be prepared (Alternatives, Cumulative Impacts, and other CEQA Sections).

The Administrative Draft SEIR will be submitted to the City for review, and any comments will be revised into the document to make it ready for the public review process. There is a 45-day public review requirement of the SEIR. Crawford & Bowen will prepare the required public notices (Notice of Availability, State Clearinghouse Notices, newspaper notice) and assist in the publication of the SEIR and related notices. Crawford & Bowen will also be available to participate in public meetings/hearings as necessary for the project. The scope assumes that Crawford & Bowen will attend up to four public hearings (two Planning Commission and two City Council meetings).

FINAL SUBSEQUENT EIR

Pursuant to Section 15088 of the CEQA Guidelines, the Final SEIR must respond in writing to each oral and written comment on the Draft SEIR made by individuals, agencies, and organizations that review it. The Final SEIR may also include minor revisions to the text of the Draft SEIR (if necessary) based on comments received during the public review process. This scope of work assumes up to 20 additional hours of research and analysis will be undertaken by Crawford & Bowen as necessary to respond to comments effectively and prepare the Final SEIR. A cost estimate is provided herein, which we believe will be adequate for the task. If the level of response exceeds the expectation described above, Crawford & Bowen will respond to those comments that are above and beyond the threshold on a time-and-materials basis or another mutually agreeable formula.

TASK 5: TRANSPORTATION AND MOBILITY ANALYSIS

GHD will prepare a transportation and mobility analysis that identifies key transportation issues and planning considerations that will be used to update the Circulation Element. As a part of the Transportation and Mobility Analysis, GHD will prepare a baseline transportation report to describe existing transportation systems and services based on the information collected in support of this task, input from the City staff, and our knowledge of the local area. In addition, GHD will address Complete Streets policies, reflecting new General Plan guidelines, explore issues related to SB 743 and vehicle miles of travel (VMT), and discuss emerging transportation technologies. GHD will utilize the Tulare County Association of Government's (TCAG) regional travel demand model to evaluate the current and future VMT per capita for City residents and businesses, which will assist staff as they develop new transportation policies that respond to SB 743 and reflect the community's values. GHD's research and studies will be utilized in the Subsequent EIR to evaluate impacts associated with the proposed amendments to the General Plan, primarily in the Transportation section of the document.

MOBILITY PROJECT MANAGEMENT

This task is for project management/communication throughout the General Plan update process. These tasks include monthly invoicing, progress reports, maintenance of overall project schedule, and bi-weekly correspondence with RRM and/or City of Dinuba staff. GHD will supervise, coordinate, and monitor the progress of the transportation-related portion of the study and design elements for conformance with City and State standards.

MEETINGS AND PUBLIC HEARINGS

This task is for project management GHD will attend two staff/Technical Advisory Committee meetings, one public workshop, one Planning Commission, and one City Council meeting, as required. These meetings will be established in consultation with City staff. The advance authorization will be required if additional meetings require GHD attendance. A component of the public workshop would include:

- Present a Transportation Baseline Performance of the City's Circulation System
- Present Potential Draft Circulation Element Update Plan Map and Policies
- Listen to the Public and Stakeholders for other Circulation concerns

Following public input, GHD will review, summarize, and interpret the issues and responses and work to integrate appropriate input into the plan documents.

SUBTASK 5.3: DATA COLLECTION/ TRAFFIC OPERATIONS ANALYSIS

GHD will review all study-related material, including past traffic analyses from other development proposals, the City of Dinuba and Tulare County General Plans/Circulation Elements, ATP, Bike Plan/ Maps, Tulare County Association of Governments (TCAG) proposed improvement plans, vehicular, pedestrian and bicycle site access points, project descriptions, and any other available, relevant studies.

GHD will collect new traffic data (AM and PM Peak Hours) at 10 intersection locations and 20 roadway segments as identified in the table below:

Study Intersections	Study Roadway Segments
1. El Monte Way & Road 56	**Nebraska Avenue**
2. El Monte Way & Road 92	3 Locations TBD
3. Kamm Avenue & Alta Avenue	**El Monte Way**
4. Nebraska Avenue & Alta Avenue	4 Locations TBD
5. Alta Avenue & Road 400	**Kamm Avenue**
6. – 10. TBD	3 Locations TBD
	Alta Avenue
	4 Locations TBD
	Crawford Avenue
	2 Locations TBD
	Citywide
	4 Locations TBD

Note: *TBD – Any combination not to exceed 10 peak hour counts and 20 roadway segment counts.*

Existing traffic conditions will be analyzed based on the data collected in Task 3. All critical roadways and intersections will be described in terms of functional classification, roadway geometries, number of travel lanes, current traffic volumes, and intersection spacing. Weekday intersection AM and PM peak hour capacity and queueing analyses reflecting travel demand data will be completed for Existing conditions. Potential roundabout intersections identified in the previous table will be conceptually reviewed, and a fatal flaw assessment will be provided at these intersections.

GHD will collect the most recent 5-year history of collision data (TIMS & SWITRS) within the study area to determine high activity collision locations and identify primary collision factors. These will be analyzed and graphed.

Alleys will also be assessed. GHD will work with RRM Design on developing recommendations to improve alley access and safety.

MULTIMODAL ANALYSIS

Transit Background Conditions Analysis

GHD will review and document the existing transit services (DART) diagnostic performance measures (e.g., fair box ratio, passenger service mile, revenue service hours, revenue service miles etc.) typically tracked as part of the required Triennial Performance Audit process will also be documented. This information will be reviewed relative to the service performance measures, goals and policies documented in the transit reports, documents and studies.

The assessment reports will be reviewed to identify unmet transit needs and any prominent needs that the community groups have expressed within the City for improved fixed route or ADA-compliant social service transportation services.

GHD will use the City's and/or TCAG's GIS database to prepare the following GIS maps:

- Transit service routes/lines
- Local service lines
- Regional service lines

Bikeway Background Conditions Analysis
GHD will review the information provided in the ATP, Tulare County Regional Bicycle Transportation Plan, and TCAG's most recent Regional Transportation Plan and Sustainable Community Strategy (RTP/SCS). The City's bicycle network will be stratified and described based on Class I, Class II, Class III and Class IV, and buffered facilities within the City. This information will be informed by the goals and policies documented in the existing General Plan, the City's Bike Maps, Tulare County Regional ATP and the TCAG RTP/SCS.

GHD will use available GIS databases to prepare the following GIS maps:

- Bikeway facilities (existing and planned)
- Class I facilities
- Class II facilities
- Class III facilities
- Class IV facilities
- Buffered facilities

Pedestrian Background Conditions Analysis
GHD will evaluate the existing conditions for pedestrians in the City, examining connectivity, access, and maintenance of the existing facilities. Using the GIS information as a starting point, the key pedestrian activity centers or corridors would be identified, including locations of public services, such as schools, hospitals, and government offices, as well as bus stops and transit centers. Connectivity for pedestrian movements as well as pedestrian access within downtown pedestrian activity centers will be evaluated.

Goods Movement Background Conditions Analysis
GHD will provide an assessment of goods movement. This analysis will address the primary modes of goods movement, including truck, rail, and air. This assessment will include reviewing the linkages and coordination issues between these modes for goods movement within the City of Dinuba and Tulare County. GHD will identify those City roadways where existing heavy-duty vehicle levels are being experienced in consultation with City staff. Where observations of high levels of STAA-sized trucks are operating on non- Terminal or Service Access STAA designated routes will be noted. For these roadways, GHD will adjust the heavy vehicle percentages in the traffic operations to adequately account for higher passenger car equivalents in these calculations under future conditions analysis.

GHD will prepare the following GIS maps:

- STAA National and Terminal Access Routes (existing)

Aviation Facilities
GHD will provide an assessment of general aviation and commercial passenger aviation facilities, including general aviation facilities. This assessment will include enplanement trends, commercial provider status, and a review of the accessibility and coordination linkages between aviation and other modes (e.g., transit services).

GHD will prepare the following GIS maps:

- Aviation Facilities

Rail Facilities
The San Joaquin Valley is served by the Amtrak/San Joaquin passenger rail service that connects the City of Dinuba to train stations in Hanford or Fresno. The existing Southern Pacific Railroad bisects Dinuba. The freight rail network and facilities will be reviewed and documented.

GHD will prepare the following GIS maps:

- Rail Facilities

Transportation-Land Use Coordination Background Conditions Analysis

Based on the proposed modifications to the General Plan, GHD will work closely with the consultant team to accurately characterize the goals, objectives, strategies and policies that complement transportation and land use coordination in the City. This will also include those goals/objectives/ strategies/ policies that may serve as barriers to effective coordination. The connection between transportation and land use should lead to General Plan policies that encourage densification, mixed-use development, and connectivity for non-motorized travel. GHD will work with the City and the General Plan team to check the consistency between the proposed land uses and the TCAG RTP/SCS goals, objectives and strategies.

Transportation Demand Management (TDM)/System Management (TSM) Existing Conditions Analysis

GHD will examine the following data sources for travel demand characteristics and demand management trends pertaining to the City of Dinuba/Tulare County:

- American Community Surveys (ACS)
- Census Transportation Planning Products (CTPP)
- Household Travel Surveys
- California Household Travel Survey (CHTS)
- National Household Travel Survey (NHTS)

The status of TSM strategies such as park-and-ride lots, traffic signal timing management, pavement management and intelligent transportation system will be addressed. A status update and estimate of the maintenance backlog of the City's pavement management system will be documented, e.g., miles of roadway, miles in need of maintenance and projected maintenance cost.

CIRCULATION ELEMENT POLICIES, MAP, AND DOCUMENT

Draft Circulation Element Update document, including its policies and map, will be prepared and reviewed by City staff before vetting the draft document with City officials and the community. It is anticipated that this task will be interactive with City staff to finalize the draft document for public review. Then, following public review, finalize the document for approval before City Council.

In addition to completing the Circulation Element Update document, GHD will also collate the past working papers, including the Existing Conditions Background Report, into a supporting Technical Appendix.

TRANSPORTATION SECTION OF SUBSEQUENT EIR

GHD will work with the City to develop significant criteria to evaluate the transportation system. GHD will develop future daily traffic forecasts at up to 25 roadway segments for the Final General Plan. These forecasts may be adjusted to account for model error before being used in subsequent operations analysis. GHD will work with the City to develop Level of Service (LOS) thresholds to conduct the daily roadway travel forecasts for the 25 segments. GHD will develop vehicle miles of travel (VMT) estimates for the greenhouse gas assessment in compliance with the 2017 Office of Planning and Research (OPR) General Plan Guidelines and Senate Bill 743.

GHD will also qualitatively evaluate the impacts on transit and non-motorized systems of the No Project and the Preferred Alternative and recommend mitigation measures to address potentially significant impacts of the Plan. GHD will summarize the assessment results in a technical memorandum during the development of the Circulation chapter of the EIR.

GHD will then document the initial results in a variety of technical reports for the project team to review that may include feedback to General Plan policies that could reduce potentially significant impacts to a less than significant level. We expect that other project team members will use the various technical reports to prepare the administrative draft and draft Circulation section of the EIR. We will review the draft documents for consistency with the analysis.

GHD will use the TCAG model to evaluate the General Plan and two project alternatives using VMT estimates, including citywide VMT, home-based VMT, and employment-based VMT. GHD will also use the TCAG model to examine full trip lengths for all internal-external (I-X) and external-internal (X-I) trip lengths. GHD will produce 25 daily roadway segments traffic forecasts for the preferred alternative from locations where previous counts were collected. GHD will also identify the major transportation infrastructure necessary to address the deficiencies identified through modeling. The results will determine the effectiveness of potential circulation improvements resulting from the General Plan for the final Preferred Alternative and include the final land use and circulation system improvements.

VMT ANALYSIS: DEVELOPMENT OF LOCAL GUIDANCE

This task will review TCAG's Regional Travel Demand Forecast Model (Model) and Establish VMT Baseline data. GHD will present the existing and future land use inputs of the TCAG Model, by TAZ, for review by the participating agencies. This review will be important in ensuring regional consistency in model application for both traffic forecasting and VMT analysis. GHD has the ability to present these maps and data either as static documents (PDF), presented with sufficient data to perform this review or through an interactive web-based, map-based tool.

While it is anticipated that this project will use the TCAG Model to establish VMT baselines, GHD will compare the Model inputs and outputs to those from other available local area travel demand models. It is understood that local agencies' General Plans may not be consistent with the TCAG RTP/SCS. However, since VMT baseline values and screening criteria are generally based on existing conditions rather than a future model scenario, this inconsistency between future land use assumptions, with respect to VMT analysis, should be applicable to relatively few use cases.

GHD will also present publicly available databases that are helpful in ground-truthing VMT estimates. These will include census block level journey-to-work origin-destination pairs from US Census's Longitudinal Employer-Household Dynamics (LEHD) and boundary-based total VMT estimates from FHWA's Highway Performance Monitoring System (HPMS). GHD will compare the results of GIS shortest- and fastest-path network analysis utilizing LEHD data for work-to-home and home-to-work trips, as well as household travel survey data and Highway Performance Monitoring System (HPMS) data.

GHD understands that adjacent regional models (e.g., Fresno COG) will need to be consulted to estimate VMT for trips with an external origin or destination due to Dinuba's location near the Fresno County line. However, consulting these models and applying their trip ends to County trips may not sufficiently measure the trip length of home-to-work and work-to-home trips. Other non-travel model sources should be consulted to measure an accurate VMT baseline, which is perhaps the most critical step of this process. GHD has experience working with LEHD data to estimate external trip length at model boundaries.

GHD will present a recommendation in a draft memorandum to the City of Dinuba and the participating agencies. After the advisory group selecting a preferred methodology, GHD will prepare an auditable off-model VMT workbook to calculate and establish the baseline VMT in the participating agencies' jurisdictions. Any hybrid approaches that require off-model inputs from "big data" sources or other area models will be developed using database or spreadsheet workbooks that can be updated systemically as new data, or as new models, are developed to facilitate future updates, peer review, and refinements, along with an appropriately detailed user guide.

GHD will present a draft memorandum to the participating agencies that details draft baseline VMT maps, appropriate efficiency metrics for different land use types (e.g., per capita, per service population, net VMT), and calculation methodologies. GHD will prepare a section to the draft memorandum that discusses potential CEQA implementation considerations of the modeling approaches and how the VMT baseline will affect future CEQA documents and CEQA defensibility. Following review, GHD will incorporate comments into a final draft technical memorandum that summarizes all components of Task 2. Based on GHD's experience working with both regional and local VMT baselines, this scope includes the development of one regional plus incorporated areas baseline for participating municipalities and one regional excluding incorporated areas baseline for the County.

Deliverables:

- *Draft memorandum that recommends a baseline VMT approach*
- *Draft memorandum that details the selected VMT baseline calculation*
- *Draft maps of baseline VMT*
- *Final draft memorandum that summarizes all Task 2 deliverables*

Develop VMT Thresholds and Screening Criteria

GHD will develop, test, and document VMT thresholds appropriate to the participating agencies' existing and anticipated land uses. GHD will recommend work with the City of Dinuba and the participating agencies to explore, as needed, a variety of thresholds applicable to specific land use types, jurisdictions, or geographies. GHD anticipates that this task will consider more refined VMT area boundaries, such as city limits or spheres of influence, and less refined VMT area geographies, such as "urbanized" versus "rural." GHD will identify thresholds for land use projects, area-wide plans, and transportation projects.

GHD will develop defensible screening criteria and maps to identify when a project should be expected to cause a less-than-significant transportation impact without conducting a detailed VMT study when the use of a sketch-planning tool is applicable and when a full TCAG TDM model run is necessary to estimate VMT.

GHD will document the proposed threshold and screening criteria in a draft memorandum for review by the City of Dinuba and the participating agencies. RRM Design will contribute a section to the draft memorandum that discusses potential CEQA implementation considerations of the VMT thresholds and screening criteria and whether any may be likely to encounter future procedural, regulatory, or policy conflicts. GHD will then incorporate the advisory group's comments into a final draft technical memorandum.

Deliverables:

- *Draft and final draft technical memorandums on proposed VMT thresholds and screening criteria*

Develop TDM Strategies for VMT Mitigation
GHD will review California Air Pollution Control Officers Association's guidance and other available guidelines and studies and summarize documented quantifiable strategies to reduce VMT and develop a list of feasible travel demand management (TDM) strategies. GHD will assess the mitigation potential of the strategy based on land use patterns, travel behaviors, documented effectiveness (elasticities), and relevancy to projects in the participating agencies' jurisdictions of the County. GHD will also evaluate innovative strategies to reduce VMT, such as regional mitigation banking and exchange programs.

Where TDM measures may not be appropriate or may not realistically yield VMT reductions in more rural areas of the County, payment towards a regional TDM strategy could be an attractive solution to reduce potential project impacts under CEQA.

GHD will document the proposed TDM strategies and VMT mitigation measures in a draft memorandum for review by the City of Dinuba and the participating agencies. RRM Design will contribute a section to the draft memorandum that discusses potential CEQA implementation considerations of the mitigation measures and whether any may be likely to encounter future procedural, regulatory, or policy conflicts. GHD will then incorporate the advisory group's comments into a final draft technical memorandum.

Deliverables:

- *Draft and final draft technical memorandums documenting feasible TDM strategies and context sensitive VMT mitigation measures*

TASK 6: CITY COUNCIL AND PLANNING COMMISSION MEETINGS

PUBLIC HEARINGS AND FINAL DOCUMENTS

RRM, Crawford & Bowen, and GHD will prepare for and attend one Planning Commission and one City Council hearings to assist City staff in presenting the Focused General Plan Amendments and associated environmental documentation, including preparing PowerPoint presentation materials.

Following the action taken by the City Council, RRM will make the final edits and modifications to the Focused General Plan Amendments. It is assumed that one set of revisions will be made, incorporating both the Planning Commission recommendations and City Council action. Errata sheets may be used to document preferred changes between the public hearings.

Deliverables:

- *Prepare for and attend up to two (2) public hearings, including preparation of PowerPoint presentation materials*
- *Prepare final Focused General Plan Amendments document and maps*

TASK 7: PROJECT MANAGEMENT

PROJECT MANAGEMENT AND COORDINATION

Throughout the project, RRM will need to coordinate with City staff, various departments, and subconsultants. This task is intended to allow for necessary coordination between the project team members and City staff, including correspondence, record-keeping, electronic file management, and additional necessary coordination. This assumes an average of seven hours per month for up to 18 months of RRM time.

Deliverables:

- *Ongoing project coordination and management as described above*

TASK 8: WEB PAGE

PROJECT WEBSITE, SOCIAL MEDIA, AND PROJECT COLLATERAL

RRM will work with City staff to leverage existing online resources, including social media platforms, and determine how new resources can augment online outreach efforts. RRM will work with staff to set up a project webpage as part of the City's website and provide up to three email/social media project updates and companion graphics developed as part of Administrative Draft for City distribution. In addition, we will prepare a graphically oriented and easy to understand informational flyer to provide an overview of the project, City contact information, and additional project-related information.

Deliverables:

- *Coordinate with City to set up project webpage on City website*
- *Prepare informational material to be distributed and post on the City website*
- *Provide three (3) email/social media project updates*

TASK 9: LAFCO SERVICE REVIEW

LAFCO SERVICE REVIEW

RRM will examine the potential to modify the Dinuba Sphere of Influence (SOI), trading out areas in the northern SOI boundary to allow for potential additions in the southern SOI boundary where more development is expected to occur in the vicinity of the proposed new high school.

We will provide a map to show adjustments desired and meet with LAFCO to outline the steps to adjusting these boundaries.

Deliverables:

- *Land Use Map with proposed SOI modifications*
- *Meeting and coordination with LAFCO*
- *Outline of steps necessary to accommodate and boundary changes or SOI modifications*

TASK 10: MEETING ATTENDANCE AND RESEARCH

CITY AND TEAM MEETINGS AND RESEARCH

This task is to accommodate City and team meetings and coordination throughout the process. This may also include preparing project updates, team meetings, conference calls, regular city update meetings, and monthly invoices. Research will be conducted as part of Task 1. This task assumes ten virtual one hour meetings for the RRM team.

Deliverables:

- *Meetings and coordination for to ten (10) virtual meetings*

EXHIBIT "B"

COMPENSATION

COST PROPOSAL

			RRM DEBBIE RUDD		RRM JAMI WILLIAMS		RRM PAM RICCI		RRM RACHEL RAYNOR		GHD	CRAWFORD & BOWEN
			Principal-in-Charge		Project Manager		Principal Planner		Planner		Mobility	Environmental
			250 $ per hour		230 $ per hour		190 $ per hour		130 $ per hour		lump sum per task	lump sum per task
Task 1: Existing Conditions and Opportunities	FEE TYPE											
Task 1 Value:	**$**	**13,640**	4	$1,000	6	$1,380	10	$1,900	72	$9,360	$0	$0
Task 2: Public Participation and Consensus	FEE TYPE											
Task 2 Value:	**$**	**19,340**	2	$500	20	$4,600	12	$2,280	92	$11,960	$0	$0
Task 3: General Plan Amendments	FEE TYPE											
Task 3 Value:	**$**	**71,050**	16	$4,000	48	$11,040	108	$20,520	273	$35,490	$0	$0
Task 4: Subsequent EIR	FEE TYPE											
Task 4 Value:	**$**	**55,730**	0	$0	21	$4,830	36	$6,840	0	$0	$0	$44,060
Task 5: Transportation and Mobility Analysis	FEE TYPE											
Task 5 Value:	**$**	**86,640**	6	$1,500	10	$2,300	20	$3,800	4	$520	$78,520	$0
Task 6: City Council and Planning Commission Meetings	FEE TYPE											
Task 6 Value:	**$**	**13,880**	0	$0	20	$4,600	16	$3,040	48	$6,240	$0	$0
Task 7: Project Management	FEE TYPE											
Task 7 Value:	**$**	**28,260**	0	$0	108	$24,840	18	$3,420	0	$0	$0	$0
Task 8: Web Page	FEE TYPE											
Task 8 Value:	**$**	**7,040**	0	$0	8	$1,840	0	$0	40	$5,200	$0	$0
Task 9: LAFCO Service Review	FEE TYPE											
Task 9 Value:	**$**	**7,100**	0	$0	2	$460	24	$4,560	16	$2,080	$0	$0
Task 10: Meeting Attendance and Research	FEE TYPE											
Task 10 Value:	**$**	**7,320**	8	$2,000	12	$2,760	8	$1,520	8	$1,040	$0	$0
Estimated Project Total	**$**	**310,000**										

Fee Footnote

Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Attorney, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

   a. Workers' compensation insurance with statutory limits, and employer's liability insurance with limits of not less than $500,000 per accident.

   b. Comprehensive general liability insurance with a combined single limit of not less than $500,000 per occurrence covering injury to or death of any person or persons, and with limits of not less than $500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled or reduced until thirty (30) days after the City Manager has received notice of such cancellation or reduction.

   c. Comprehensive automobile liability insurance with a combined single limit of not less than $500,000 covering per occurrence covering injury to or death of any person or persons, and with limits of not less than $500,000 per occurrence covering property damage. Such insurance shall 1) name the City of Dinuba, its appointed and elected officials, officers, employees and agents as insured; and 2) contain an endorsement that this insurance may not be canceled or reduced until thirty (30) days after the City Manager shall have received notice of such cancellation or reduction.

B. Insurance policies required by this AGREEMENT shall contain the following provisions:

   a. All Policies: Each insurance policy required by this paragraph shall be endorsed and state that the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to George Avila, Business Manager, 405 E. El Monte Way, Dinuba, CA 93618.

   b. Workers' Compensation and Employer's Liability Coverage: Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

   c. General Liability and Automobile Liability Coverages:
      i. CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

ii. CONSULTANT'S insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT'S insurance.

iii. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Other provisions:

a. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

b. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

c. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

d. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

e. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

City Council Staff Report

Department: FINANCE SERVICES | June 22, 2021

To: Mayor and City Council

From: Karina Solis, Interim Administrative Services Director

Subject: Conference with Labor Negotiators (KS)

RECOMMENDATION

Pursuant to GC Subdivision 54957.6; Agency designated representatives: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James
Employee Organizations: City Employees Association; Police Association; Fire Association; and Unrepresented Employees

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING