



Visalia City Council

Visalia City Council

Meeting Agenda - Final

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Brian Poochigian, Mayor
Brett Taylor, Vice Mayor
Steve Nelsen, Council Member
Emmanuel Hernandez Soto, Council Member
Liz Wynn, Council Member

Monday, May 6, 2024

7:00 PM

707 W. Acequia

ROLL CALL

CALL TO ORDER WORK SESSION - 4:00 PM (Unless otherwise noted)

PUBLIC COMMENTS

Citizens are now invited to comment on issues within the jurisdiction of the Visalia City Council and items listed on the Closed Session. The Council asks that you keep your comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome. Each speaker will be allowed three minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

WORK SESSION AND ACTION ITEMS (as described)

1. **Capital Improvement Program** - Review FY 2024/25 and 2025/26 Capital Improvement Program (CIP) Budget for Narcotics Forfeiture Fund (621) [24-0153](#)
2. Review and discuss the proposed Fiscal Year 2024/25 & 25/26 Measure N Budget and continue with the amended expenditure plan previously approved. [24-0156](#)
3. **Survey Findings Update on Potential Cannabis Tax** - Receive the staff report and survey findings presentation from FM3 Research on a potential local cannabis tax measure that Council could choose to include on the November 2024 ballot and provide additional direction as appropriate. [24-0160](#)

ADJOURN TO CLOSED SESSION - 6:00 PM (Or, immediately following Work Session)

CALL TO ORDER REGULAR SESSION - 7:00 PM

PLEDGE OF ALLEGIANCE

INVOCATION

ITEMS OF INTEREST

SPECIAL PRESENTATION / RECOGNITION

1. City of Visalia designate May 2024 as Historic Preservation Month [24-0123](#)

PUBLIC COMMENTS

This is the time for people to comment on matters within the jurisdiction of the Visalia City Council. The Council asks that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not, other than the Consent Calendar.

People may comment one time during the evening for up to three minutes unless additional time is authorized by the Council. Each speaker will be allowed three minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made by a City Council Member and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

1. Authorization to read ordinances by title only. [24-0071](#)
2. **Mural Request** - Consideration of a mural application request from Urbanists Collective for one mural located on the south-facing façade of the retail building located at 1500 West Houston Avenue (northwest corner of Houston Avenue and Rinaldi Street). [24-0082](#)
3. **Change Order Approval** -Approve Change Order No. 1 in the amount of \$196,619 to Cummins Pacific and appropriate \$200,000 for repairs and maintenance from the WWTP Fund. [24-0084](#)
4. **Landscape & Lighting District Actions** - Request authorization to initiate proceedings and order the dissolution of Landscape and Lighting Assessment District No. 07-06 "Parcel Map 0609"; and authorization for the formation, ordering the improvements, and levying the annual assessments for Landscape and Lighting Assessment District No. 23-04 "Renewed Parcel Map 0609" (Resolution Nos. 2024-15, 2024-16, 2024-17 and 2024-18) [24-0104](#)

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5. **Asset Works Fleet Focus Software** - Authorize the City Manager to amend the current 5-year contract with Asset Works for the annual maintenance and support of fleet software for a 5-year total contract of \$133,162. [24-0128](#)
 6. **Residential Solid Waste Container Purchase Contract** - Authorization for the City Manager to award a 5-year sole source contract to Toter, LLC in the amount not to exceed \$1,550,000 to purchase solid waste containers. [24-0136](#)
 7. **2024 Election Consolidation Authorization** - Adoption of resolutions relating to the regular municipal election to be held on Tuesday, November 5, 2024. Resolutions request and consent to the consolidation of elections and set specifications of the election order; and request the Tulare County Board of Supervisors to permit the County Registrar of Voters to render specified election related services to the City of Visalia. (Resolution 2024-13 and Resolution 2024-14 required) [24-0150](#)
 8. **Approval of a single exemption for alcohol consumption at Riverway Sports Park** - Authorize City Manager to grant a single use exemption for the issuance of an alcohol permit for alcohol consumption at Riverway Sports Park for a City of Visalia sponsored Independence Spectacular community special event. [24-0152](#)
 9. Authorize the City Manager to enter into a contract with Brown Armstrong Accountancy Corporation (Brown Armstrong) for a not to exceed amount of \$356,500 as the City's independent financial auditor. [24-0157](#)
 10. **Purchase Contract** - Authorize and award a purchase contract to Proper Performance, located in New Wilmington, PA to purchase four 2023 Dodge Ram two-wheel drive pick-up trucks and one Dodge Ram four-wheel drive pick-up truck in the amount of \$235,740.40 using funding from the American Rescue Plan Act. [24-0174](#)
 11. **Low Carbon Transit Operations Allocation Request** - Authorization to submit an allocation request in the amount of \$443,302 to the California Department of Transportation Low Carbon Transit Operations Program for operating funds to continue funding V-LINE operations and approve funds to be appropriated when grant funds are awarded (Resolution No.2024-19 required). [24-0164](#)
 12. **Authorization to Apply for a Wellness Grant:** Confirm the application submittal by the Visalia Police Department for the Law Enforcement Mental Health Wellness Act Grant for a maximum amount of \$200,000. [24-0154](#)

13. **Police Officers Contract** - Authorize the City Manager to execute the Memorandum of Understanding by and between the City of Visalia and the Visalia Police Officers Association (Group B) for the period July 1, 2024, through June 30, 2027. [24-0169](#)
14. **Adjust the Not To Exceed amount on Trillium Contract.** [24-0155](#)
Authorize staff to adjust the contract terms from the not to exceed \$150,000 annually previously approved by the City Council up to and not to exceed \$350,000 annually.

REGULAR ITEMS AND PUBLIC HEARINGS

Comments related to regular Items and Public Hearing Items are limited to three minutes per speaker, for a maximum of 30 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

CLOSED SESSION REPORT

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

Monday, May 20, 2024 at 7:00 p.m. @ 707 W. Acequia

[24-0112](#)

Note: Meeting dates/times are subject to change, check posted agenda for correct details. In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings email: Michelle.Nicholson@Visalia.city or call 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0153

Agenda Date: 5/6/2024

Agenda #: 1.

Agenda Item Wording:

Capital Improvement Program - Review FY 2024/25 and 2025/26 Capital Improvement Program (CIP) Budget for Narcotics Forfeiture Fund (621)

Deadline for Action: 5/6/2024

Submitting Department: Finance and Technology Services

Contact Name and Phone Number:

Melody Murch, (559) 713-4379, melody.murch@visalia.city <<mailto:melody.murch@visalia.city>>
Renee Nagel, (559) 713-4375, renee.nagel@visalia.city <<mailto:renee.nagel@visalia.city>>

Department Recommendation:

That the City Council receive this presentation of the City's draft Capital Improvement Program (CIP) budget for the Narcotics Forfeiture Fund (621) and provide direction as appropriate. The Council is scheduled to act upon the CIP budget during the month of June 2024 in conjunction with the operating budget. No formal action is required or requested at this time.

Background Discussion:

The Review Process- Council has reviewed all Capital Budget Requests in prior Work Sessions, however, the Narcotics Forfeiture Fund (621) was excluded from the visual presentation made on April 15, 2024 in error. For this reason, the budget detail for the Narcotics Forfeiture Fund is being brought for Council review and direction prior to final adoption of the 2-year budget planned for June 2024.

The Capital Improvement Program presents the two fiscal years 2024/25 and 2025/26 for adoption and appropriation. *Four additional years are shown for planning purposes only.*

This allows Council to plan future projects and consider the near-term impacts of those decisions. However, only the first two years are proposed for appropriation and deserve greater scrutiny. Amounts included in the final four years will not be appropriated in the 2-year budget.

Staff has prepared a Power Point presentation to review the proposed Capital Program for the Narcotics Forfeiture Fund. CIP Project Managers will be available to address Council's questions on proposed projects. To assist Council in reviewing the proposed CIP projects, staff recommends the following:

- Staff will present a summary of proposed project appropriations and provide Council with the opportunity to request further information on individual projects.
- It is recommended that Council review and either tentatively approve or direct changes to the

attached proposed Capital Improvement Program (CIP) budgets for the selected funds.

- No formal action is required at this time. At Council’s direction, staff will return with additional information or changes to the CIP at a following meeting, until all projects have been reviewed, and Council is satisfied with the proposed capital budget for all funds.
- A final Capital Improvement Program document will be prepared, after the review process is completed, and included for adoption with the City’s Operating Budget in June 2024.

The CIP includes all projects and equipment purchases costing \$10,000 or more. When possible, capital projects are separated from the operating budget, using separate capital funds. This allows a clear view of capital activities and prevents operating budgets from being artificially inflated by those same capital activities.

Fund for Review- The Narcotics Forfeiture Fund (621) is a Special Revenue Fund.

- Special Revenue Funds collect money which must be used for a specific purpose. These funds provide accountability and transparency to tax and rate payers, requiring funding to be spent for an intended purpose.

The Fund to be discussed in today’s meeting is shown in Table 1: Capital Budget Funds for Review May 6, 2024, below.

Table 1: Capital Budget Funds for Review May 6, 2024

Fund Name	Fund #	Proposed 2024-25	Proposed 2025-26
Narcotics Forfeiture	621	79,500	30,500
Total Projects		\$ 79,500	\$ 30,500

Narcotics Forfeiture, Fund 621 (CIP detail attached): This fund was established to account for money received from narcotics seizures of cash and Property as authorized by the California Health and Safety Code. Monies are held on deposit until a court determines whether the money must be returned to the previous owner or forfeited to the City, which may use the seized funds for the recovery of law enforcement costs associated with the seized funds. This fund has 4 projects in the 6-year capital plan, with 3 of those projects requesting appropriations in the 2-year budget. The projects are for Police K-9 officers and the purchase of police equipment. For a detailed description of the projects proposed in this fund, please see the Capital Summary in Attachment A.

Fiscal Impact:

The City's Capital Improvement Plan details a six-year plan for the expenditure of funds and the completion of projects (see Attachment A). Information for the years 2026/27 through 2029/30 is provided for information and planning purposes and will be revised, updated, and adopted in 2-year increments.

The attached spreadsheet summarizes the fund and provides a detailed list of the proposed projects. The fund title and number are followed by a brief explanation of the revenue source and general purpose of the fund. The fund summary shows projections of the beginning cash, operating revenue (or capital contribution from operating revenue), operating expenditures, proposed CIP expenditures, and the projected ending cash balance for each of the six years.

Prior Council Action: The funds shown in Table 2: Capital Funds Reviewed at Prior Council Session , below have been reviewed by Council during prior Work Sessions as indicated. The detail for all reviewed funds will be included in the final DRAFT City of Visalia proposed budget which will be brought to Council for review and adoption in June 2024.

Table 2: Capital Funds Reviewed at Prior Council Sessions

FUND	Key	DESCRIPTION
2/20/24		
103	2330	Corporation Yard Impact Fee
231	2490	Wastewater Trunkline
401	4010	Building Safety
406	4060	Animal Services
411	4040	Airport
431	4330	Wastewater
441	4410	Solid Waste
452	4520	Transit Capital

3/4/24		
132	2420	Measure R Bike/Trail
211	2440	Recreation Facilities
221	2450	Storm Sewer
222	2460	Storm Sewer Deficiency
224	2480	Ground Water Recharge
251	2530	Waterway Maintenance
261	2540	Waterway Construction
481	4880	Storm Sewer Maintenance

3/18/24		
111	2370	Gas Tax
113	2390	SB1-RMRA
131	2410	Measure R Local
133	2430	Measure R Regional
241	2520	Transportation Impact Fees
273	2730	Landscape & Lighting
281	2810	State Transportation

FUND	Key	DESCRIPTION
4/1/24		
501	5010	Fleet Maintenance
502	5020	Vehicle Replacement
503	5030	Measure T Police Vehicle Replace
504	5040	Measure T Fire Vehicle Replace

4/15/24		
001	1010	General Fund
012	3820	Police Unclaimed Funds
106	2360	Fire Impact Fee
157	1570	Baseball
413	4130	Convention Center
511	5110	Information Services

04/15/24*		
311	6110	CDBG
321	6310	HOME

** These funds were reviewed separately as part of the Annual Action Plan process required by the Department of Housing and Urban Development (HUD), but will be included in the final budget document for informational purposes.*

Other: As indicated below, the Measure N Fund (141) will be reviewed in a separate process which begins tonight but will be included in the final DRAFT document for informational purposes.

05/06/2024*		
141	1410	Measure N

** These funds will be reviewed separately from the Capital Budget process according to the requirements of the individual funding, but will be included in the final budget document for informational purposes.*

Alternatives: None recommended.

Recommended Motion (and Alternative Motions if expected):

No motion requested or required at this time.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:

Attachment A: Summary of proposed Capital Projects by Fund

Attachment A: Summary of Proposed Capital Projects by Fund 5-6-24

Fund Name	Fund #	Proposed 2024-25	Proposed 2025-26
Narcotics Forfeiture	621	79,500	30,500
Total Projects		\$ 79,500	\$ 30,500

The following pages contain a detailed listing of the capital project requests for review by the fund including a summary of cash flow for each.

Narcotics Forfeiture - 621 (6210)
2024/25 - 2029/30 Capital Improvement Program

Fund Description: This fund was established to account for money received from narcotics seizures of cash and property as authorized by the CA Health and Safety Code. Monies are held on deposit until a court determines whether the money must be returned to the previous owner or forfeited to the City which may use the seized fund for the recovery of law enforcement costs associated with the seized funds.

Cash Balance Summary

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Cash Balance	287,700	216,700	194,700	144,700	94,700	44,700
Forfeitures Available to Pay Law Enforcement Costs	10,000	10,000	10,000	10,000	10,000	10,000
Friends of Visalia Donation for K-9's	8,500	8,500				
Operating Expenditures	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Capital Improvements	(79,500)	(30,500)	(50,000)	(50,000)	(50,000)	0
Total Resources Available for Future Projects	216,700	194,700	144,700	94,700	44,700	44,700

#	Project Description (100 word limit)	Project Manager	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
1	Replace 21 Ballistic Helmets for SWAT Team: SWAT (Special Weapons and Tactics) team is currently equipped with helmets purchased in 2016 which have a 5-year warranty and expected life. New helmets are equipped with new technology and now have a 10-year expected life. Ballistic helmets are an essential part of a SWAT team members safety equipment. The Visalia Police Department SWAT team's helmets are currently over a year past the recommended replacement date.	Liz Ybarra	PD0002	--	N/A	38,000					
2	K-9 Officer Replacements: Purchase, train and equip two K-9 officers to fill 2 of 3 vacancies, replacing Flic in 2024-25 and King in 2025-26. Both K-9's to be assigned to the Patrol Division. Donation from Friends of Visalia for a total of \$17,000 will purchase dogs at \$8,500 each with remaining cost paid from Forfeiture Fund. Police K-9's are utilized to assist in searching, tracking, and locating persons or evidence beyond the abilities of their human partners and can minimize risk to police officers enhancing officer safety. The K-9's would also be suited for public demonstrations and social events.	LIZ Ybarra	PD0003	--	N/A	30,500	30,500				
3	Purchase Kinetic Breaching Tool: Used to gain access by using the power of explosive breaching with the simplicity of mechanical breaching. One tactical team member operates the 28-pound hand-held tool. It uses a specialized .45 caliber blank to deliver 1000 ft./lbs. of force through ram head to defeat door locking mechanisms or door hinges. The rapid reload cartridge holds eight rounds allowing the operator to deliver multiple breaches during an operation.	Liz Ybarra	PD0001	--	N/A	11,000					

Narcotics Forfeiture - 621 (6210) - Continued
2024/25 - 2029/30 Capital Improvement Program

#	Project Description (100 word limit)	Project Manager	Project # (or "new")	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
4	Night Vision Equipment for SWAT Team: Purchase equipment for all of SWAT (Special Weapons and Tactics) team. Purchase 7 sets of equipment annually until full unit is equipped. SWAT is currently not equipped with night vision and uses rifle mounted flashlights, which limits night visibility, and give away officer positions, impairing thier safety.	Liz Ybarra	PD0004	--	N/A			50,000	50,000	50,000	
						79,500	30,500	50,000	50,000	50,000	0

Notes: Multi-funded means this is only this fund's portion of the total amount budgeted. These projects are funded from multiple sources and the full budget is shown in the "Multi-Fund 301".

The Budget Impact column shows the estimated annual impact of the project on the operating budget for maintenance once completed or purchased.

-- No Annual Maintenance Costs (or no increase over existing cost)

\$ Annual Maintenance cost is \$5,000 or less

\$\$ Annual Maintenance costs is \$5,000 to \$25,000

\$\$\$ Annual Maintenance costs is over \$25,000. These projects will be explained in detail in the project description.

\$\$\$\$ Project will result in savings as described in project description

City of Visalia

Capital Budget 2024-2030

Proposed CIP Adoption Process

- No Action required tonight
- Review final fund not included in April 15th presentation in error
- Staff Available for questions
- Bring back if necessary
- Final Adoption of All Funds in June

Budget Structure

- Cash Balance Summary
- Project Descriptions
- Map References
- 6 Year Plan
- 2-year Proposed Budget
- 4-year Planning Purposes

Airport - 411 (4040) 2024/25 - 2029/30 Capital Improvement Program											
Fund Description: This fund receives money from the Federal Aviation Administration Airport Improvement Program (FAA-AIP) and various grants. This money can only be used for capital projects approved by the granting agency. This fund also receives revenues from airport user fees, such as hangar rentals and fuel sales. They are to be used for operations, improvements, and vehicle and equipment acquisitions. These revenues are also used for the Airport's 5% match on FAA and grant funded projects.											
Cash Balance Summary											
						2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Cash Balance						430,500	327,000	191,900	286,700	323,900	368,800
Operating Revenues						2,650,900	2,703,800	2,757,900	2,813,100	2,869,400	2,926,800
Grant Revenues											
Federal Aviation Administration (FAA)-Airport Improvement Program (AIP)						409,500	3,706,200		112,000		916,000
Caltrans Department of Aeronautics (DOA)						20,400	185,300		5,000		45,000
Operating Expenditures						(2,419,300)	(2,537,400)	(2,588,100)	(2,639,900)	(2,692,700)	(2,746,800)
Capital Improvements						(705,000)	(4,193,000)	(75,000)	(253,000)	(1,093,000)	(75,000)
Total Resources Available for Future Projects						327,000	191,900	286,700	323,900	368,600	473,800
Additional Information: All proposed Airport capital projects over \$25k in this 6-year plan are 90% funded with grants from the Federal Aviation Administration Airport Improvement Program (FAA-AIP). The 10% match required by FAA grant funding is to be paid with a combination of Caltrans Airport Improvement Program Matching Grant (AIP) revenues and airport user fees, such as hangar rentals and fuel sales. The projects proposed are based upon estimates of FAA grant funding for planning purposes and will only proceed if FAA funding is approved for each specific project.											
#	Project Description (100 word limit)	Project Manager	Project # (or 'new')	Budget Impact	Map Ref	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
1	Taxilane/way A & B and Hangar H3 Row 10 (Design): Design phase of reconstruction project. These movement areas have minimal remaining expected lifespan (exact functional lifespan to be verified at the conclusion of ongoing CIP0572 PMMP project) Pavement condition is a critical measure of airport performance and reconstruction before failure occurs from both a cost effectiveness and safety standpoint is essential. Project design funding total of \$455k expected breakdown: \$410k FAA Grant \$20,400 State Grant, \$25k Airport Fund (411).	J.Miller	CP0573	--	C1	455,000					
2	Walnut Ave Communications Connectivity: Installation of conduit and fiber optic cable as an extension of the Intelligent Transportation System (ITS) to provide a City owned fiber optic connection to the Water Reclamation Facility (WRF). Provides connection between existing fiber optic communication infrastructure at the intersection of Akers St and Walnut Ave and the intersection of Walnut Ave and Plaza Dr. and bridges the communication gap in Walnut Avenue from Akers Street to Plaza Drive. Multi-funded project total of \$1.4m from \$530k WWTP (431) including \$180K prior year funding, \$175k Animal Services (406), \$175k Airport (411) and \$500k Measure R Local (131).	Eric Bons	CP0527	\$	C5	175,000					

Narcotics Forfeiture - 621

#	Project Description	Proposed 2024-25	Proposed 2025-26
1	Replace 21 Ballistic Helmets for SWAT Team	\$ 38,000	
	K-9 Officer Replacements		
2	<i>Replace Flic in 2024-25 and King in 2025-26</i>	30,500	\$ 30,500
3	Purchase Kinetic Breaching Tool	11,000	
	Total	\$ 79,500	\$ 30,500

Budget Adoption - June 2024



The final DRAFT of the 6-year Capital Plan will be included in the DRAFT budget for adoption in June.



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0156

Agenda Date: 5/6/2024

Agenda #: 2.

Agenda Item Wording:

Review and discuss the proposed Fiscal Year 2024/25 & 25/26 Measure N Budget and continue with the amended expenditure plan previously approved.

Deadline for Action: 6/30/2024

Submitting Department: Finance and Technology Services

Contact Name and Phone Number: Renee Nagel, Finance and Technology Director; Ameer Swearingen, Budget Analyst

Department Recommendation:

City Council review and provide comments on the City Manager's recommended Measure N budgets for FY 2024/25 and 2025/26.

The Measure N Budget has to be adopted by June 30, 2024 to be able to spend in FY 2024/25. The City does a biannual budget and is currently in the process of preparing a two-year budget to bring forward to Council in June for adoption. In order for staff to incorporate the Measure N budget in with the rest of the City's budget, staff has prepared a recommended budget for FY 2024/25 and FY 2025/26 for Council's review. If approved, staff will then continue with the Measure N budget process as outlined in the report.

Background Discussion:

In November of 2016, the voters of Visalia passed a ½ cent Sales Tax Override, Measure N - The Visalia Essential City Services Measure. Sales Tax from Measure N will provide for essential city services such as police and fire, as well as maintenance of parks and roads. The measure uses a detailed, 10-year plan which includes hiring of personnel, construction of capital projects and equipment purchases.

As part of the measure, Council adopted an Accountability Ordinance (Ordinance 16-21) to establish accountability measures as outlined:

Revenues:

- 10% of budgeted revenues must be deposited in an Uncertainty Fund. Money can only be accessed during a fiscal emergency;
- 10% of budgeted revenues must be deposited into the following categories:
 - 2% Youth Programs
 - 8% Maintenance and Emerging Needs

Expenditures:

- Money shall not be used for debt service payments;
- Uncertainty Fund shall be maintained at 10% of the budgeted revenues;
- Annual expenditure plan must be approved by Council after the following has occurred:
 - City Manager makes a recommendation to City Council and makes changes as requested (tonight’s discussion);
 - Comments and recommendation received by Sales Tax Oversight Board;
 - Two public hearings are held at regular Council Meetings to consider expenditure plan

To ensure that the Measure N budget will be adopted with the rest of the City funds in June; staff is presenting the recommended fiscal year 2024/25 & 2025/26 budgets to start the approval process.

2024/25 & 2025/26 Proposed Budget

The budget includes the amended expenditure plan that includes changes over the past 7 years as shown in Table 1 2024/25 Proposed Measure N Plan (Year 8). The recommended budget for the 2024/25 budget is \$15.8 million. This budget does not include any expenditures for the Emerging Needs category which will be brought back to Council and the Oversight Committee once a policy and/or plan has been established.

Table 1
2024/25 Proposed Measure N Amended Plan (Year 8)

FY 24/25 Ammended Plan (Year 8)			
Police	26 Police Officers	4,871,700	2% Youth Programs
	13 Professional Staff	1,377,500	Youth Programs 282,4
	1 Police Cars & Equipment	88,000	
	Operating Expenses	823,100	8% Maintenance & Emerg.
	Body Cameras	373,400	Building Maintenance 1,184,
		7,533,700	Emerging Needs* -
			Total 1,184,
Roads	Street Maintenance	4,000,000	
Park & Rec.	2 Park Maintenance Emp.	200,900	Grand Total 15,805,
	1 Urban Forest Emp.	102,700	
	1 Recreation Coordinator	124,300	
	Trailway Maintenance	57,000	*Note: Emerging Needs money
	Tree Maintenance	57,000	appropriated until staff returns to
	Building Maintenance	57,000	recommended policy/plan
	New Park Maintenance	57,000	
	Operating Expenses	140,600	
		796,500	
Fire	9 BC, Admin Capt, & Squad	1,861,700	
	Operating Expenses	310,900	
		1,747,600	
Other	State Fees, Audits, Accounting	260,400	
		260,400	
	Essential Services	14,338,200	

In FY 2024/25, the plan adds 1 professional staff and 1 police officer. The professional staff position will be an additional digital evidence technician for the Police Department. In addition, staff is requesting three additional amendments to the plan. One is a position change for the Fire Department from a Battalion Chief (BC) to Deputy Chief. The Battalion Chief in Measure N is the Administrative Battalion Chief. Currently, all BC's rotate every 2 years and that is not enough time to become reliably competent in the administrative functions. This position change will help ensure that the Deputy Chief is well versed in all administrative functions. It will also help the Fire Chief in large projects as well as assisting the other BC's with operations.

Second is to increase the street maintenance from \$3.8 million to \$4.0 million. Over the years, the street maintenance budget has fluctuated between \$3.6 million and \$4.1 million. With maintenance costs rising over the last few years, staff feels it is important to keep the higher budget versus reducing.

Third is to add back the building maintenance project in the Maintenance and Emerging Needs Fund (8%). As outlined in the plan, the building maintenance project was funded in the first five years and was not funded in years 6-10. Staff recommends funding the building maintenance project in FY 2024/25 for \$1.2 million. This project was originally established to replace and update facilities that

are funded by the General Fund. Unfortunately, the 5 years of funding was not enough to cover the high costs to replace/repair roofs, replace HVACs, and repair facilities.

The recommended budget for FY 2025/26 is \$16.5 million as shown in Table 2, 2025/26 Proposed Measure N Plan (Year 9).

**Table 2
2025/26 Proposed Measure N Amended Plan (Year 9)**

FY 25/26 Ammended Plan (Year 9)			
Police	27	Police Officers	5,220,100
	14	Professional Staff	1,527,900
	1	Police Cars & Equipment	92,400
		Operating Expenses	825,200
		Body Cameras	384,800
			8,050,400
			2% Youth Programs
			287,200
			8% Maintenance & Emerg
			1,243,000
			Emerging Needs*
			Total 1,243,000
Roads		Street Maintenance	4,000,000
Park & Rec	2	Park Maintenance Emp.	207,500
	1	Urban Forest Emp.	107,600
	1	Recreation Coordinator	131,500
		Trailway Maintenance	59,000
		Tree Maintenance	59,000
		Building Maintenance	59,000
		New Park Maintenance	59,000
		Operating Expenses	143,100
			825,700
Fire	9	BC, Admin Capt, & Squad	1,498,800
		Operating Expenses	316,000
			1,814,800
Other		State Fees, Audits, Accounting	207,000
			267,000
			Essential Services 1,495,900
			Grand Total 16,488,000

In FY 2025/26, the plan adds 1 professional staff and 1 police officer. The professional staff position will be an additional Community Service Officer for the Police Department. As in FY 24/25, staff is requesting to amend the plan to fund the building maintenance project for \$1.2 million from the Maintenance and Emerging Needs Fund (8%). The street maintenance project does not need to be amended as the plan has the street maintenance at \$4 million for year 9.

Measure N Sales Tax

Measure N sales tax is projected to be higher than the plan as shown in Table 3 Measure N Sales Tax Projections. This large difference is due to the plan being established in FY 15/16 and purposely

using a very conservative growth percentage to offset unplanned cost increases. This conservative approach is to ensure that this Measure never has to reduce or eliminate expenditures outlined in the plan.

In addition, the past couple of years had larger-than-normal growth due to the multi-year COVID stimulus money that the Federal Government issued. This one-time money has ended and sales tax is projected to end the fiscal year with a negative for the second year in a row. Last fiscal year, Measure N ended with a -1.2% growth and is projected to end this fiscal year with -7%. Based on the past two years, staff is projecting no growth in 24/25 and a 1% growth in 25/26. However, this is very optimistic that the economy does not take a down turn.

**Table 3
Measure N Sales Tax Projection**

	20/21 Original Plan	20/21 Actuals	21/22 Original Plan	21/22 Actuals	22/23 Original Plan	22/23 Actuals	23/24 Original Plan	23/24 Projected	24/25 Original Plan	24/25 Propose	25/26 Original Plan	25/26 Propose
Sales Tax	11.5	16.9	11.7	19.7	11.9	19.5	12.2	18.4	12.4	18.4	12.7	18.6
Difference		5.4		8.0		7.6		6.2		6.0		5.9

In order to meet the requirements and to be able to track revenues and expenditures, per the plan categories, Measure N is tracked in 4 separate funds. Essential Services, 2% Youth Programs, 8% Maintenance and Emerging Needs, and the Economic Uncertainty. All funds but the Essential Services Fund receive their revenues as a percentage of budgeted revenues. The Essential Services Fund would receive any of the additional. Table 4 Measure N Fund Balance Summary, shows each funds ending cash for both years based on the proposed 2 year budget.

**Table 4
Measure N Fund Balance Summary**

2024/25 - Year 8	Beginni Cash	Projecte Revenue	Expendit ure	Transfe r	Endin g
Essential Services	29,179,250	6,691,300	4,338,200		31,532,350
8% Maint & Emerging Needs	6,455,920	1,449,900	1,184,900		6,720,920
2 % Youth Programs	1,419,390	362,500	282,400		1,499,490
Measure N Operating	37,054,560	8,503,700	5,805,500		39,752,760
2025/26 - Year 9	Beginni Cash	Projecte Revenue	Expendit ure	Transfe r	Endin g
Essential Services	31,532,350	6,854,400	4,957,900		33,428,850
8% Maint & Emerging Needs	6,720,920	1,464,400	1,243,000		6,942,320
2 % Youth Programs	1,499,490	366,100	287,200		1,578,390
Measure N Operating	39,752,760	8,684,900	6,488,100		41,949,560

Measure N Economic Uncertainty Fund

The plan calls for the economic uncertainty fund to be maintained at 10% of budgeted revenues. As

mentioned above, staff is projecting sales tax to be down 7% this fiscal year, no growth next year (FY 24/25), and 1% growth in FY 25/26. The negative sales tax projection for this fiscal year lowers the base line that is being used in the next two years. This causes the economic uncertainty fund to be overfunded and will require no additional funds for the next two years. This method is not typically used when calculating an emergency reserve to fund operations. Staff is recommending changing this method to a percentage of operating expenditures. If changed to a percentage of operating expenditures, the current amount in the fund would equal approximately 19%. The General Fund's emergency reserve policy was recently increased to be no more than 30% of operating expenditures. Staff is requesting to amend the Measure N policy for the economic uncertainty fund to be 30% of operating expenditures instead of 10% of budgeted revenues. This would equal a projected transfer of \$1.1 million for FY 24/25 and \$0.2 million for FY 25/26.

Once the recommended budget is approved by Council, staff will present the 2 year budget to the Measure N Oversight Committee. Staff will return to Council with comments and will hold two public hearings.

Fiscal Impact:

None

Prior Council Action: None**Other:** N/A**Alternatives:** N/A**Recommended Motion (and Alternative Motions if expected):**

Move to approve the recommended Measure N budgets for FY 2024/25 & 2025/26, approve recommended plan changes, and continue with the expenditure plan process ..end

Environmental Assessment Status: N/A**CEQA Review:** N/A**Attachments:** None



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0160

Agenda Date: 5/6/2024

Agenda #: 3.

Agenda Item Wording:

Survey Findings Update on Potential Cannabis Tax - Receive the staff report and survey findings presentation from FM3 Research on a potential local cannabis tax measure that Council could choose to include on the November 2024 ballot and provide additional direction as appropriate.

Deadline for Action: 5/6/2024

Submitting Department: Community Development

Contact Name and Phone Number:

Devon Jones, Economic Development Manager, devon.jones@visalia.city
<<mailto:devon.jones@visalia.city>>, (559) 713-4190

Department Recommendation:

Staff recommends the City Council:

1. Receive the staff report and survey findings presentation from FM3 Research and provide staff with any input, and
2. Authorize staff to continue working with HdL Companies to develop local cannabis tax measure and ballot language to be included on the November 2024 ballot, and
3. Appropriate \$20,000 from the general fund for the development of tax measure informational materials.

Summary:

FM3 Research was hired to conduct a public opinion survey of Visalia registered voters to assess voter attitude towards a potential measure to tax cannabis businesses, if such businesses were allowed to operate within Visalia's jurisdiction. FM3 Research's presentation, which is attached to this report, provides a detailed overview of their findings.

Background Discussion:

Senate Bill (SB) 1186, the "Medicinal Cannabis Patients' Right of Access Act" was signed into law in late 2022. This state law, which became effective on January 1, 2024, prohibits local agencies from enforcing any local regulations that prohibit the retail sale by delivery of medicinal cannabis. After this date, "delivery only" (i.e., delivery of medicinal cannabis) businesses can be permitted, subject to reasonable zoning regulations for public health and safety, within the City of Visalia. This means that warehouse-based businesses could legally operate in the City of Visalia as long as they sold medicinal cannabis via delivery only (i.e., no retail store front).

As a result of SB 1186, the City Council on July 17, 2023, authorized staff to initiate municipal ordinance updates to implement reasonable business and zoning regulations in response to SB 1186. On November 20, 2023, Council conducted the second reading and adoption of Ordinance No. 2023-13 for Zoning Text Amendment No. 2023-02, amending several provisions in the municipal

code including Title 5, 8, and 17, which address state mandated changes for “delivery only” medicinal cannabis businesses. To date, staff have received inquiries from businesses seeking to operate in Visalia under the provisions of SB 1186, but none of them have initiated the process of establishing their business operations in the community. In addition, staff has also received numerous inquiries from business operators seeking to operate storefront retail cannabis businesses, which are not permitted to operate in Visalia under the current municipal code regulations.

Also on July 17, 2023, Council authorized staff to hire a consultant through a sole source contract process to assist staff with the preparation of a potential local sales tax measure specifically for cannabis sales for the 2024 general election and to identify potential revisions to cannabis regulations in Visalia so the City would be ready in the event additional state mandates were enacted that would prevent local agencies from restricting other types of cannabis businesses from operating in their local jurisdiction, and/or should the Council later determine to allow such cannabis businesses. Please note applicable local taxes can be charged under SB 1186, but no specific excise tax for cannabis currently exists within the city. At this time, should any applicable delivery-only medicinal cannabis operators open in the city, only the normal business license fees and general sales tax would apply. The local tax measure would not be proposing to legalize other types of cannabis sales, the tax would only authorize the City of Visalia to collect additional tax revenue from cannabis sales that state law has authorized to be conducted in Visalia or if the City Council, at a later date, decided to allow cannabis sales.

On November 6, 2023, Council authorized the City Manager to award a contract to HdL Companies for an amount not to exceed \$35,000, with a total budget of \$40,000, and a contract to Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research) for an amount not to exceed \$39,500, with a total budget of \$45,000, and appropriate \$85,000 from the General Fund. HdL Companies is tasked specifically with development of the cannabis tax measure, including preparation of the ballot resolution, revenue estimates, and assistance with the ballot statement. They will also assist with drafting the regulatory framework should the State mandate local agencies to permit other types of cannabis businesses or should the Council desire, at a later, to consider permitting such businesses.

Fiscal Impact: \$20,000 from the general fund for the development of tax measure informational materials.

Prior Council Action:

On November 6, 2023, the City Council authorized the City Manager to award a contract to FM3 Research for an amount not to exceed \$39,500, with a total budget of \$45,000.

Other: None

Alternatives: Per Council direction

Recommended Motion (and Alternative Motions if expected):

I move to:

1. Receive the staff report and survey findings presentation from FM3 Research, and

2. Authorize staff to continue working with HdL Companies to develop local cannabis tax measure and ballot language to be included on the November 2024 ballot, and
3. Appropriate \$20,000 from the general fund for the development of tax measure informational materials.

Environmental Assessment Status:

No environmental assessment required at this time.

CEQA Review:

No environmental assessment required at this time.

Attachments:

1. Visalia Cannabis Survey Analysis



Visalia Voter Attitudes Toward a Proposed Cannabis Measure

Key Findings of a Citywide Survey Conducted March 12-18, 2024



OPINION
RESEARCH
& STRATEGY

Survey Methodology

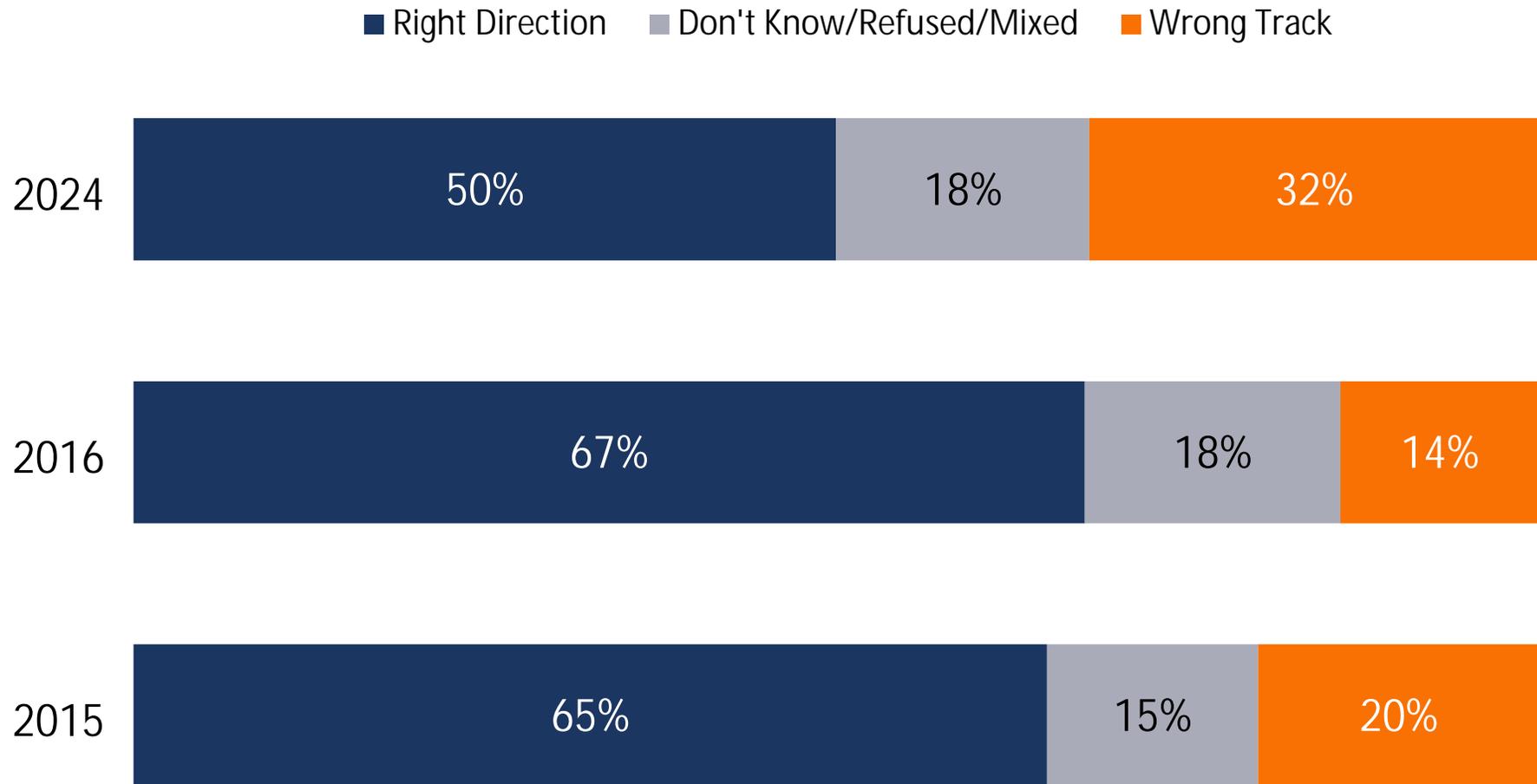
Dates	March 12-18, 2024
Survey Type	Dual-mode Voter Survey
Research Population	Likely November 2024 Voters in Visalia
Total Interviews	688
Margin of Sampling Error	(Full Sample) $\pm 4.4\%$ at the 95% Confidence Level (Half Sample) $\pm 5.7\%$ at the 95% Confidence Level
Contact Methods	 Telephone Calls  Email Invitations  Text Invitations
Data Collection Modes	 Telephone Interviews  Online Interviews
Survey Tracking	2015 and 2016
Languages	English and Spanish

(Note: Not All Results Will Sum to 100% Due to Rounding)

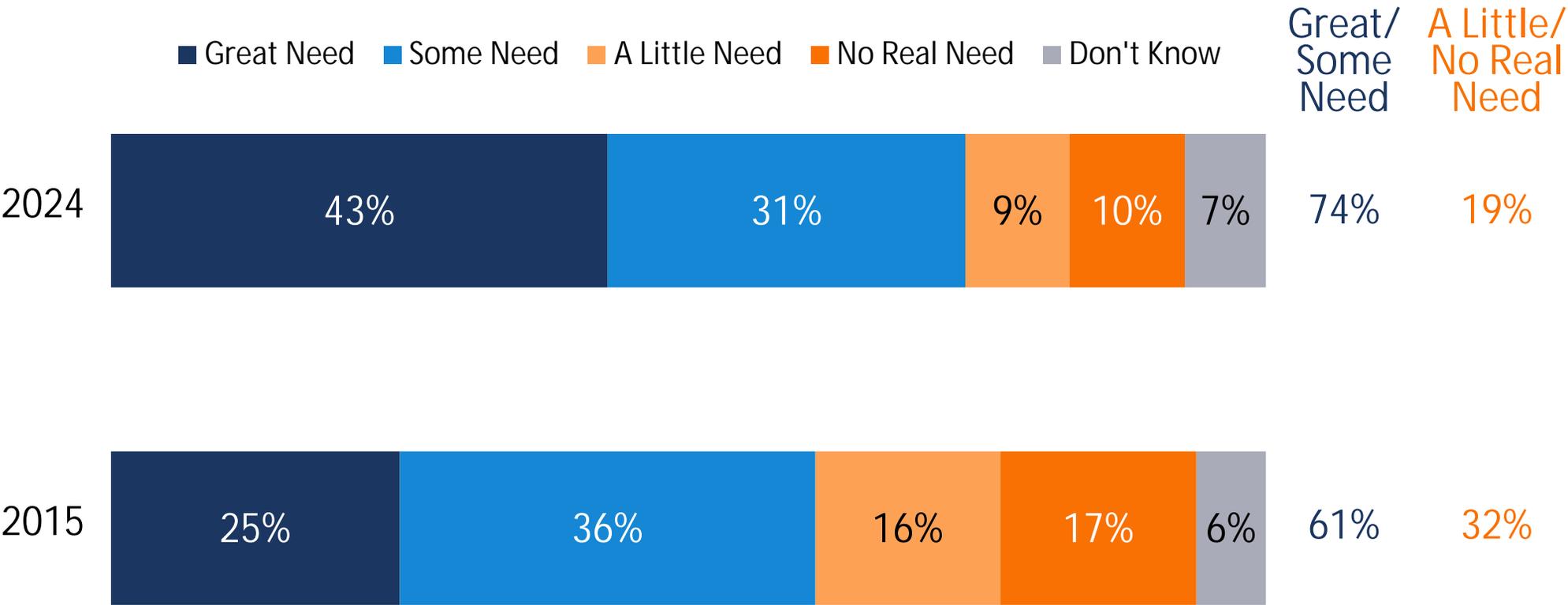


Issue Context

A majority feel positively about the direction of the city, but the mood has worsened since 2016.

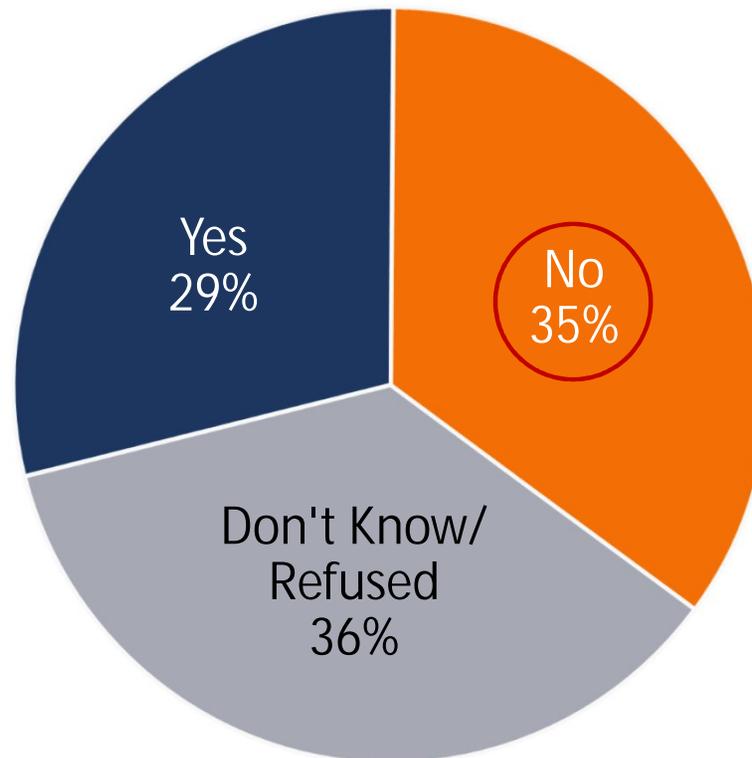


Nearly three quarters perceive a need for funding for city services.



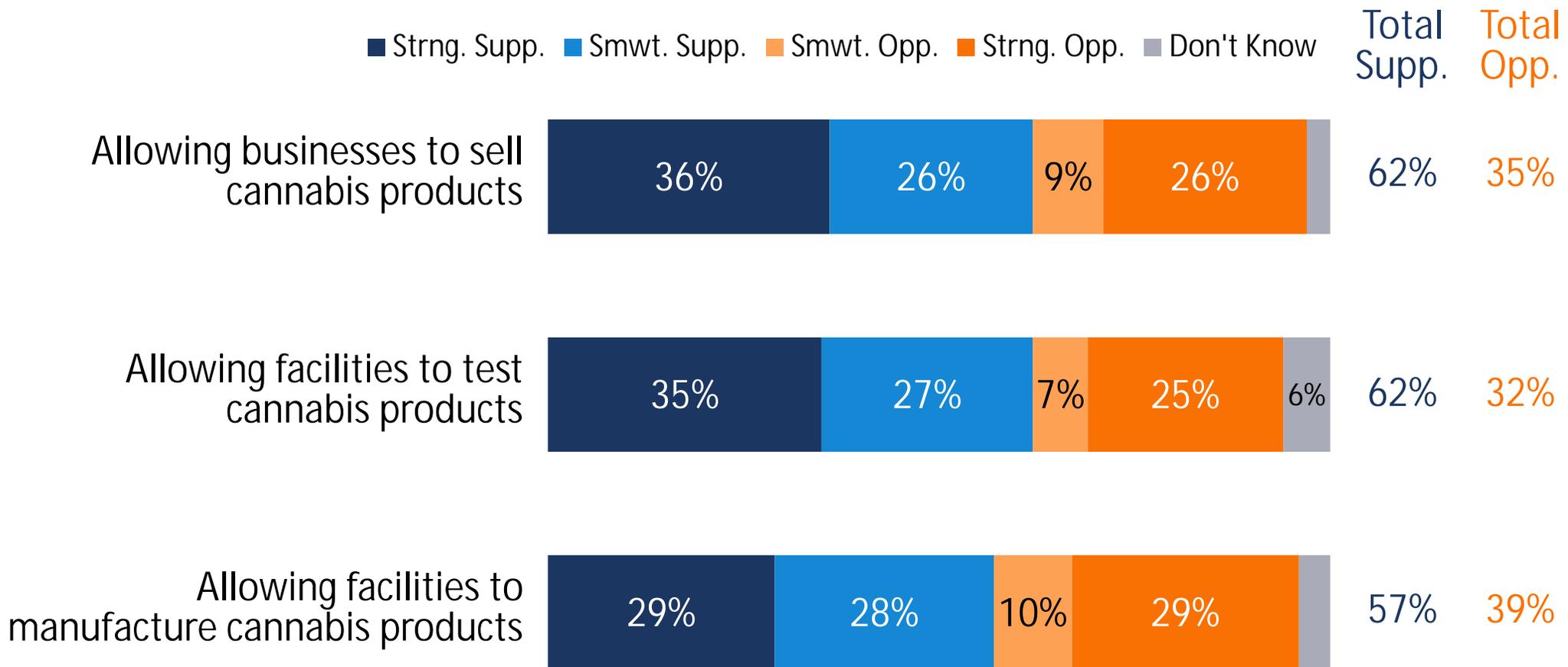
Most are unaware that it is currently illegal to sell cannabis products in Visalia.

Now changing topic slightly. As far as you know, is it legal to sell cannabis products in the City of Visalia?



A majority support allowing cannabis-related businesses to operate in Visalia.

(Ranked by Total Support)



Q. I am now going to mention various cannabis related businesses. Please tell me if it sounds like something you would support or oppose in the City of Visalia. Any of these potential uses may also be subject to regulations the City can make such as location or hours of operation, and may include related fees.



Introducing the Measure

Ballot Language

With Mandate

Shall the measure to fund, for general governmental uses, services such as: maintaining emergency response times; supporting youth programs; helping attract businesses; cleaning public areas; addressing homelessness; by taxing cannabis businesses' gross receipts not exceeding 10% on retail, delivery, manufacturing/testing; raising approximately \$1,000,000 annually, requiring spending disclosures, and which would only be levied if state law imposes mandates or the city approves an ordinance allowing such businesses, lasting until ended by voters, be adopted?

No Mandate

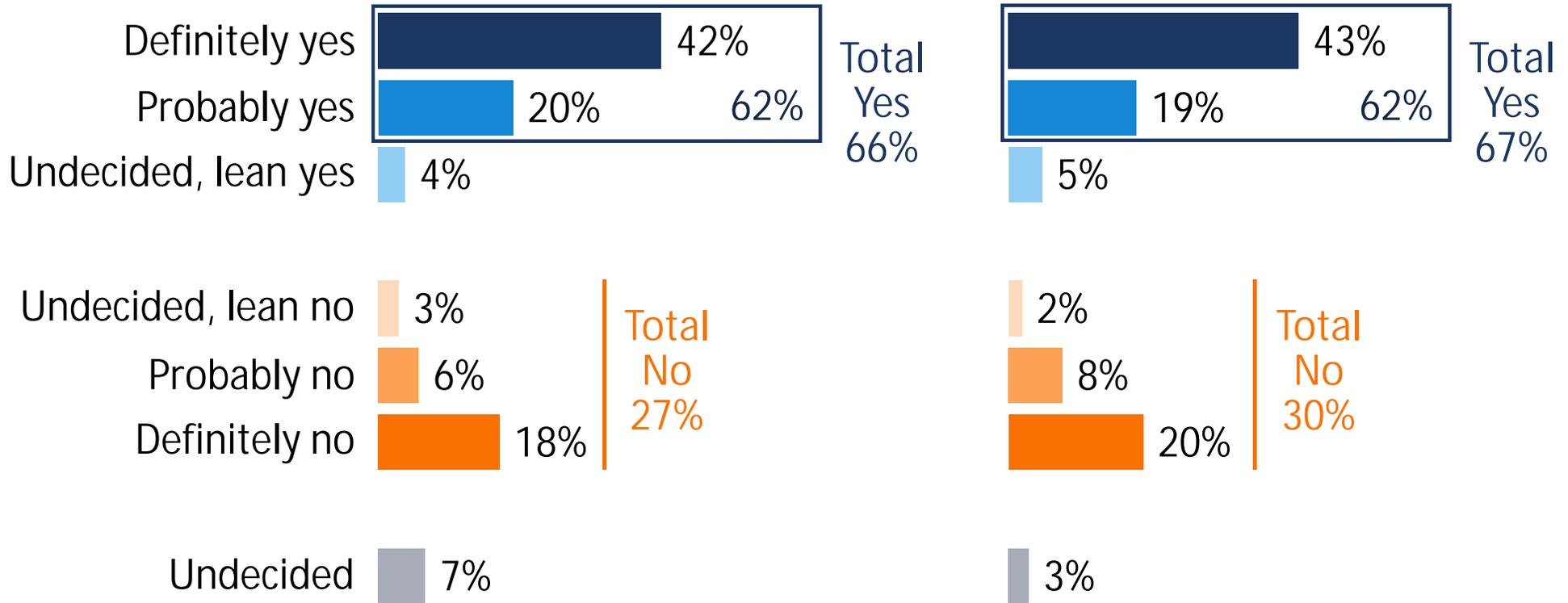
Shall the measure to fund, for general governmental uses, services such as: maintaining emergency response times; neighborhood police patrols; supporting youth programs; helping retain and attract businesses; keeping public areas safe and clean; addressing homelessness; by taxing cannabis businesses' gross receipts not exceeding 10% on retail, delivery, manufacturing, and testing; raising approximately \$1,000,000 annually, until ended by voters, requiring audits, spending disclosures, and that cannabis businesses follow public health and safety requirements, be adopted?

Two-thirds support the proposed measure, both with and without mention of a state or local mandate.

(Each Measure - M.O.E=±5.7%)

Initial Vote
(With Mandate)

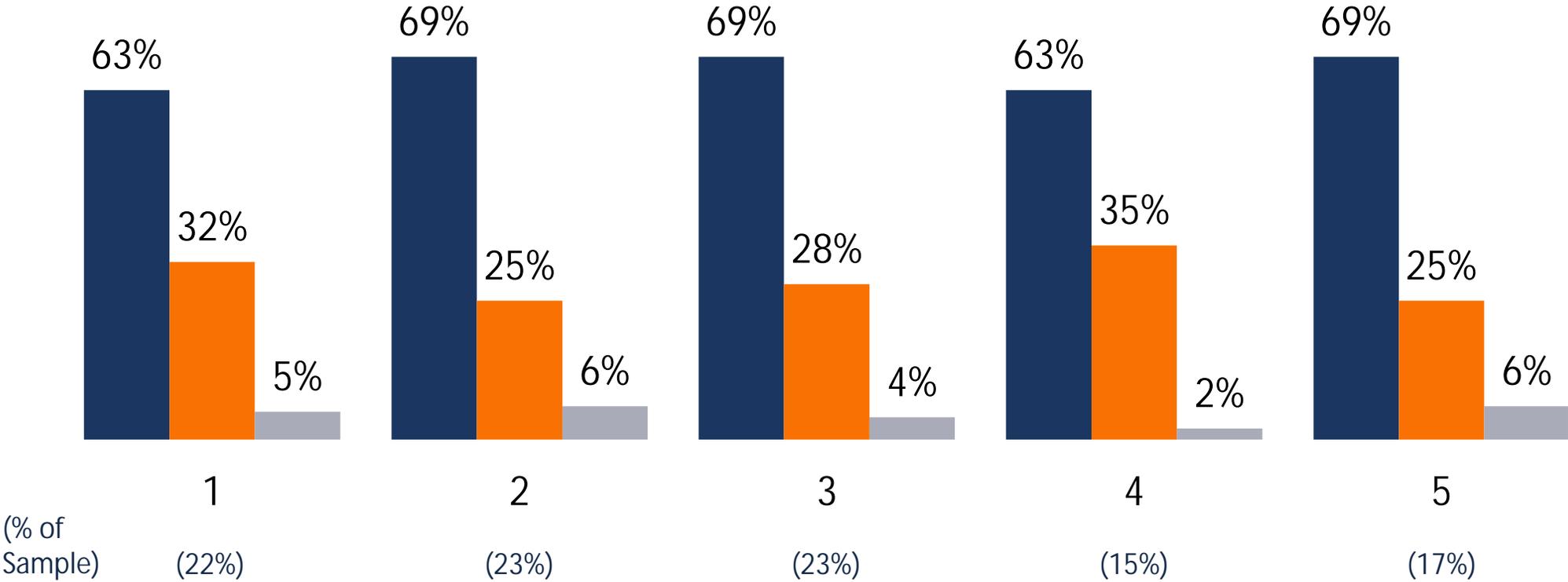
Initial Vote
(No Mandate)



Majority support cuts across the City's Council Districts.

Initial Vote by City Council District

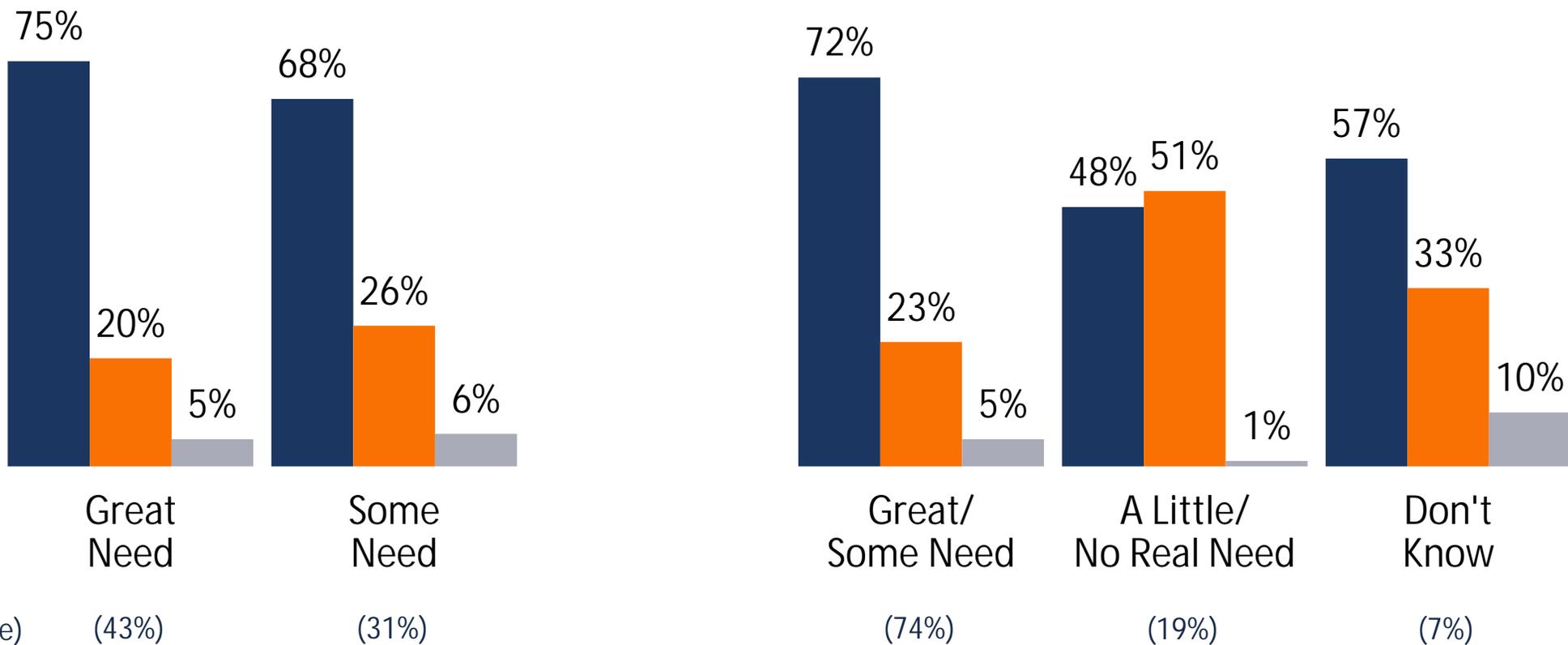
■ Total Yes ■ Total No ■ Undecided



Those who perceive a need for funding are more likely to vote “yes” than those who do not.

Initial Vote by Need for Funding

■ Total Yes ■ Total No ■ Undecided





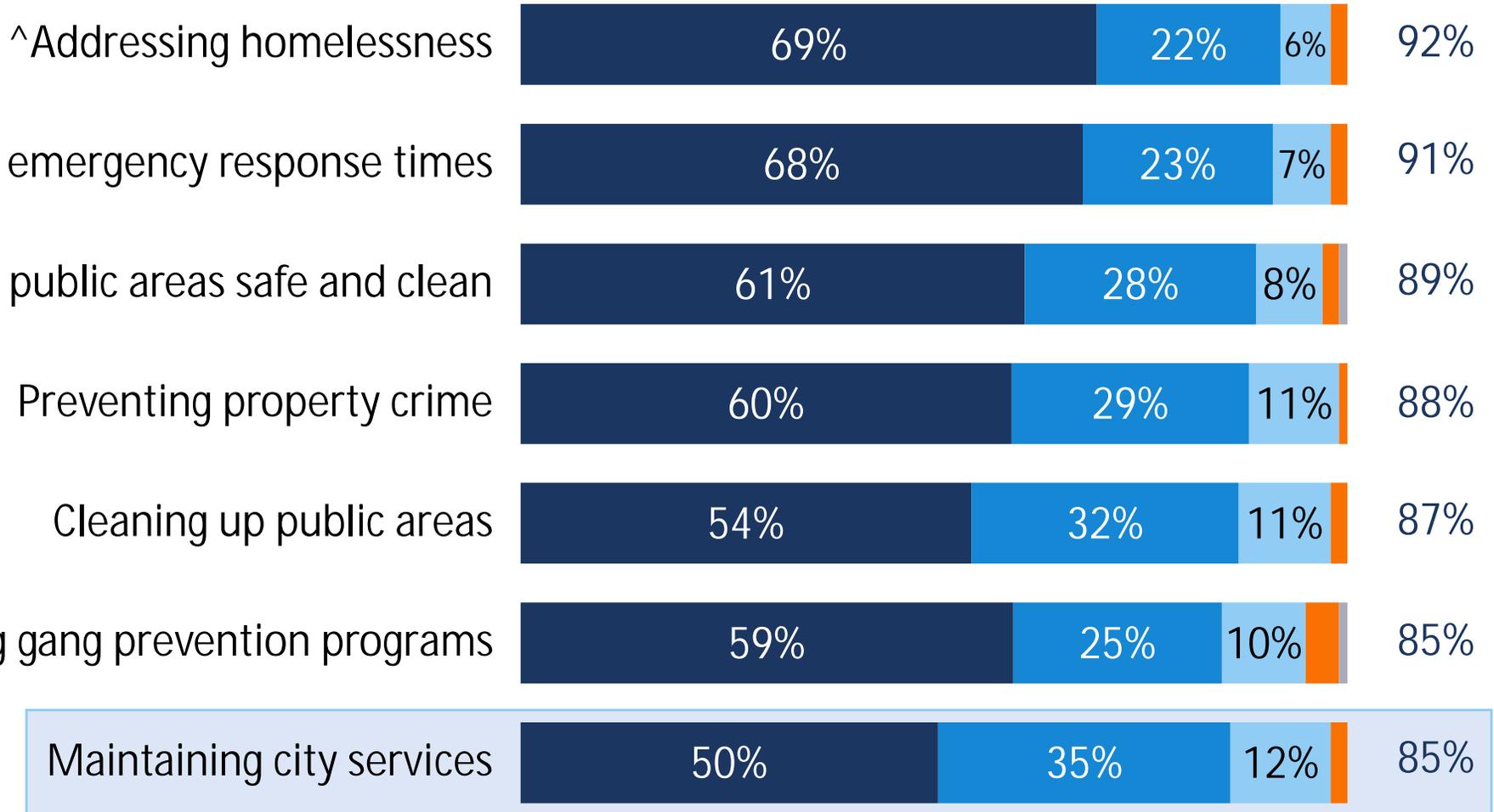
Priority Features of the Measure

Addressing homelessness, maintaining emergency response times and keeping public areas safe and clean are the top funding priorities.

(Ranked by Extremely/Very Important)

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt. ■ Don't Know

Ext./Very Impt.

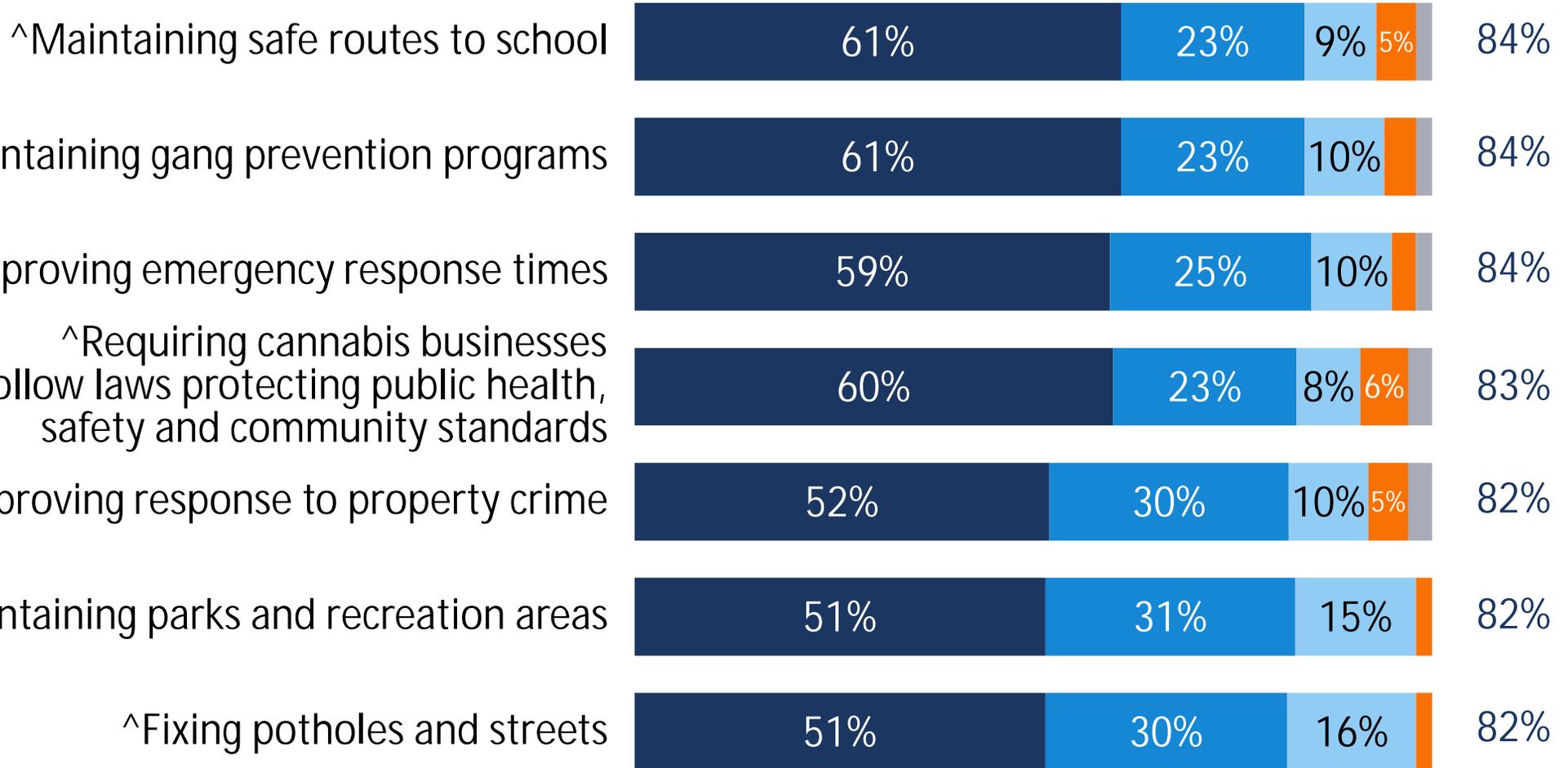


Q. The proposed ballot measure you considered earlier has not yet been finalized. Now I'm going to read you a list of services, infrastructure projects and provisions that could be included in this measure. Please tell me how important that service, infrastructure project or provision is to you personally: Is it extremely important, very important, somewhat important, or not too important? ^Not Part of Split Sample

More than four in five say safe routes to school and gang prevention are important.

(Ranked by Extremely/Very Important)

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt. ■ Don't Know Ext./Very Impt.

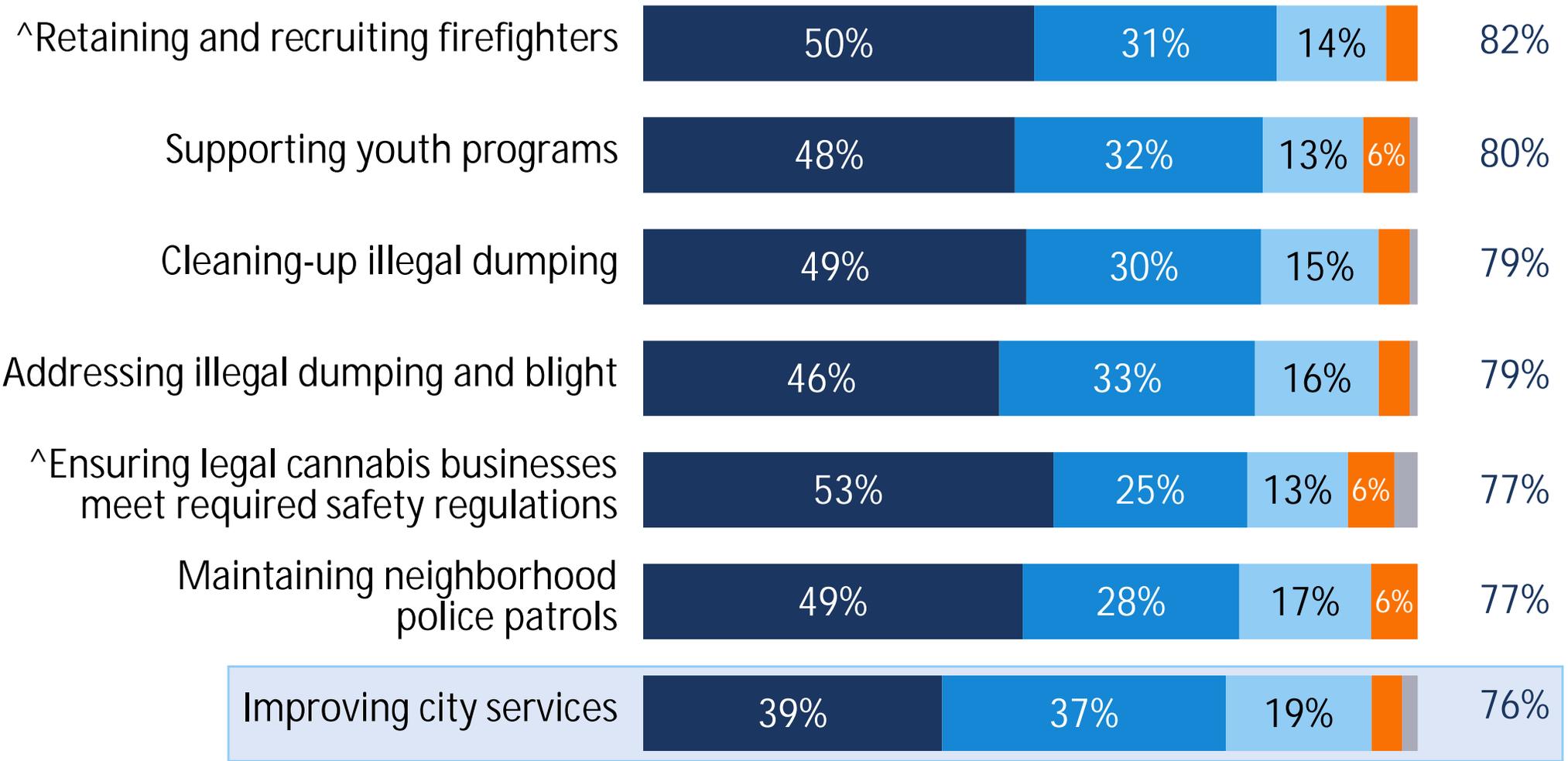


Q. The proposed ballot measure you considered earlier has not yet been finalized. Now I'm going to read you a list of services, infrastructure projects and provisions that could be included in this measure. Please tell me how important that service, infrastructure project or provision is to you personally: Is it extremely important, very important, somewhat important, or not too important? ^Not Part of Split Sample

Voters also widely view retaining firefighters and supporting youth programs as important.

(Ranked by Extremely/Very Important)

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt. ■ Don't Know Ext./Very Impt.

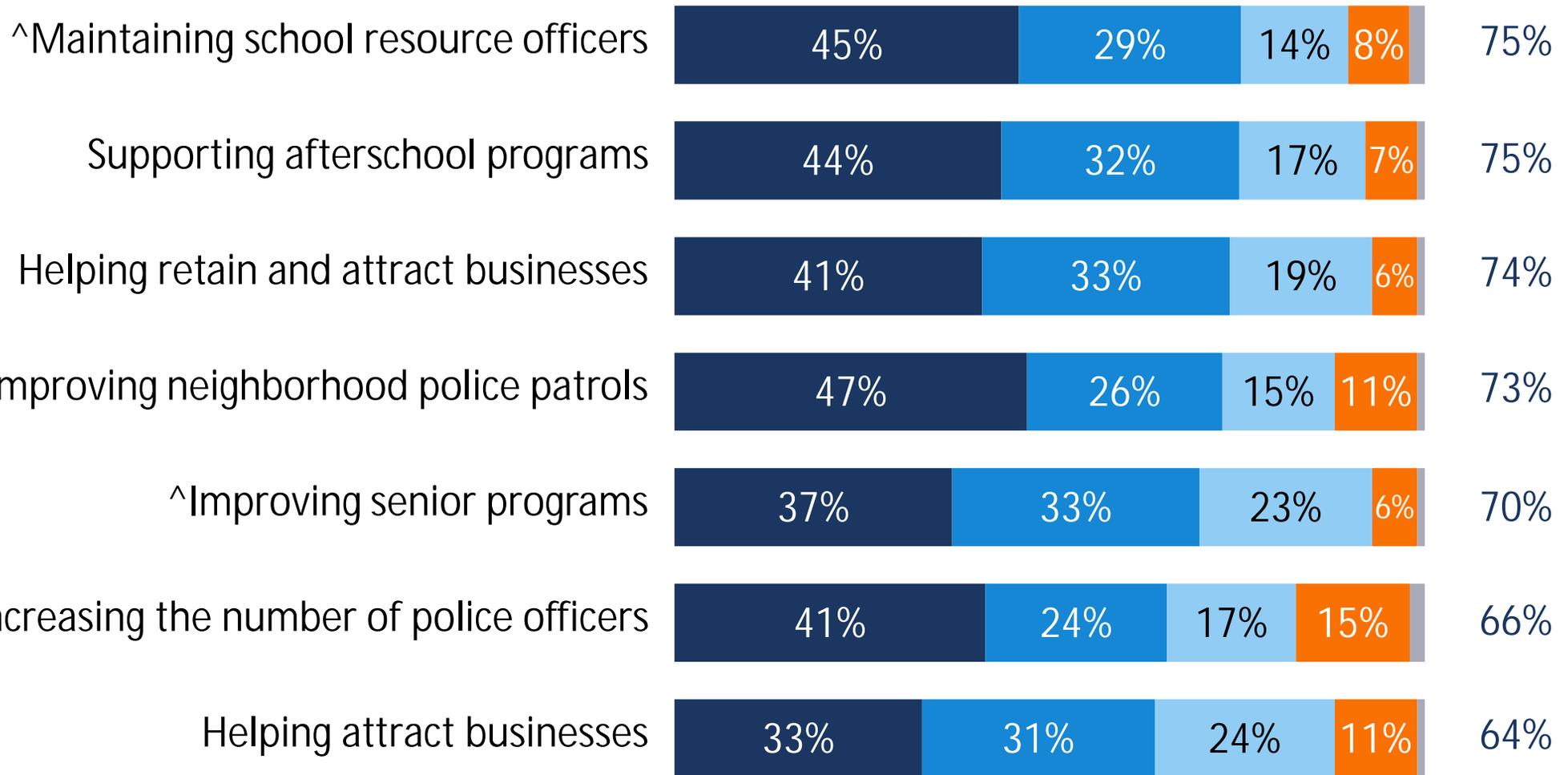


Q. The proposed ballot measure you considered earlier has not yet been finalized. Now I'm going to read you a list of services, infrastructure projects and provisions that could be included in this measure. Please tell me how important that service, infrastructure project or provision is to you personally: Is it extremely important, very important, somewhat important, or not too important? ^Not Part of Split Sample

Helping attract businesses ranks lowest as a relative priority, although a majority support it.

(Ranked by Extremely/Very Important)

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt. ■ Don't Know Ext./Very Impt.



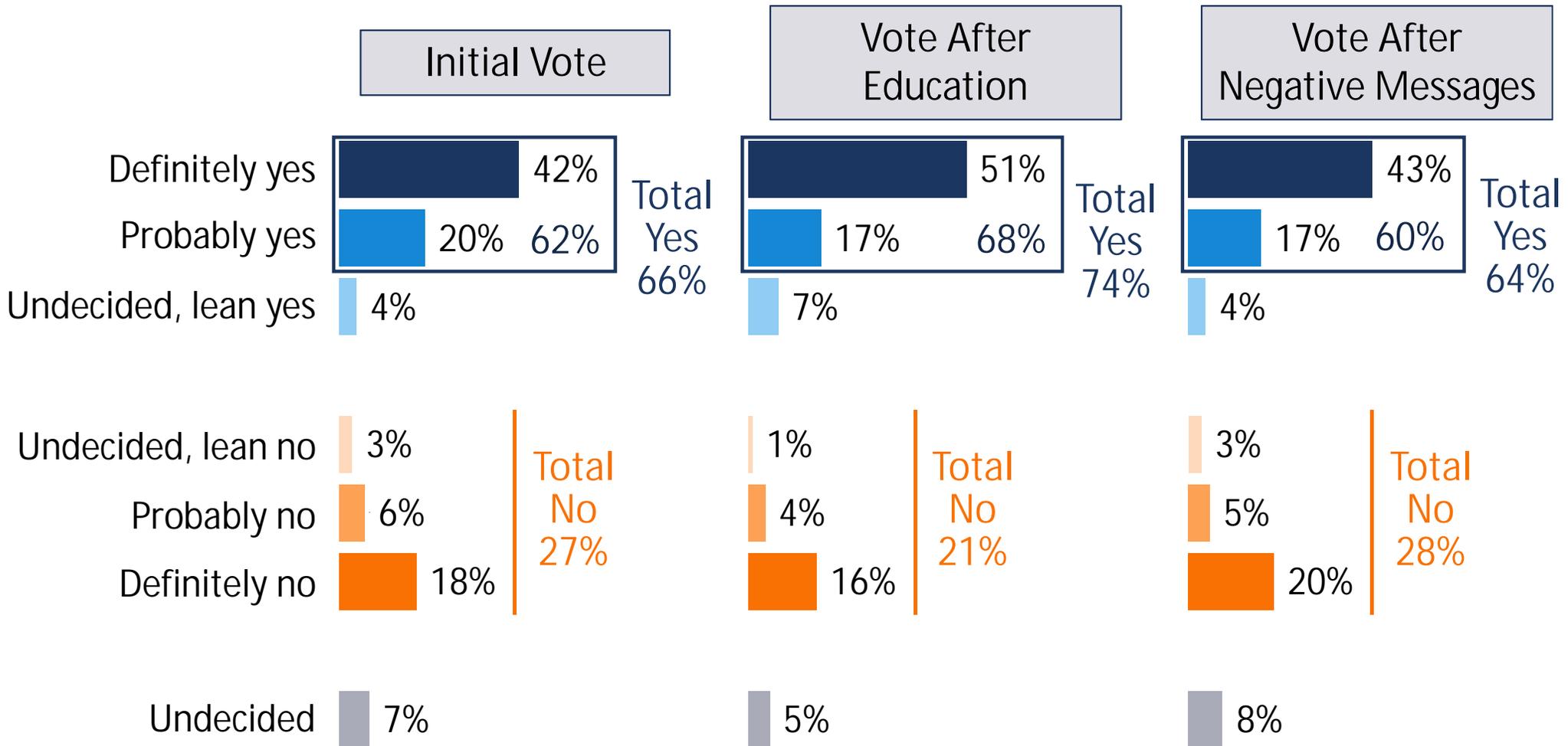
Q. The proposed ballot measure you considered earlier has not yet been finalized. Now I'm going to read you a list of services, infrastructure projects and provisions that could be included in this measure. Please tell me how important that service, infrastructure project or provision is to you personally: Is it extremely important, very important, somewhat important, or not too important? ^Not Part of Split Sample



Impact of Information

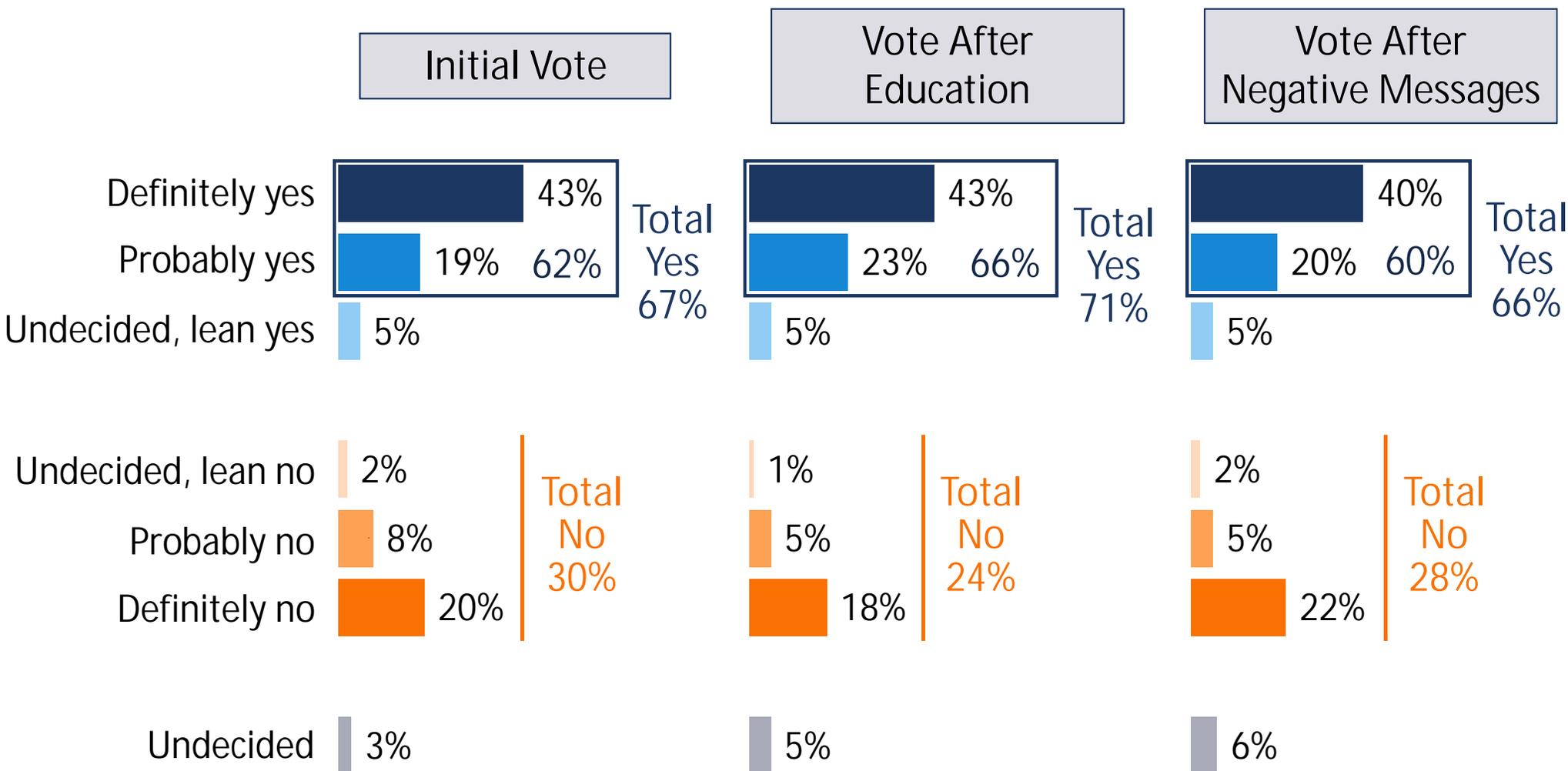
Support for the measure with the mandate language fluctuates with messaging, but remains above 50% throughout the survey.

(With Mandate; M.O.E=±5.7%)



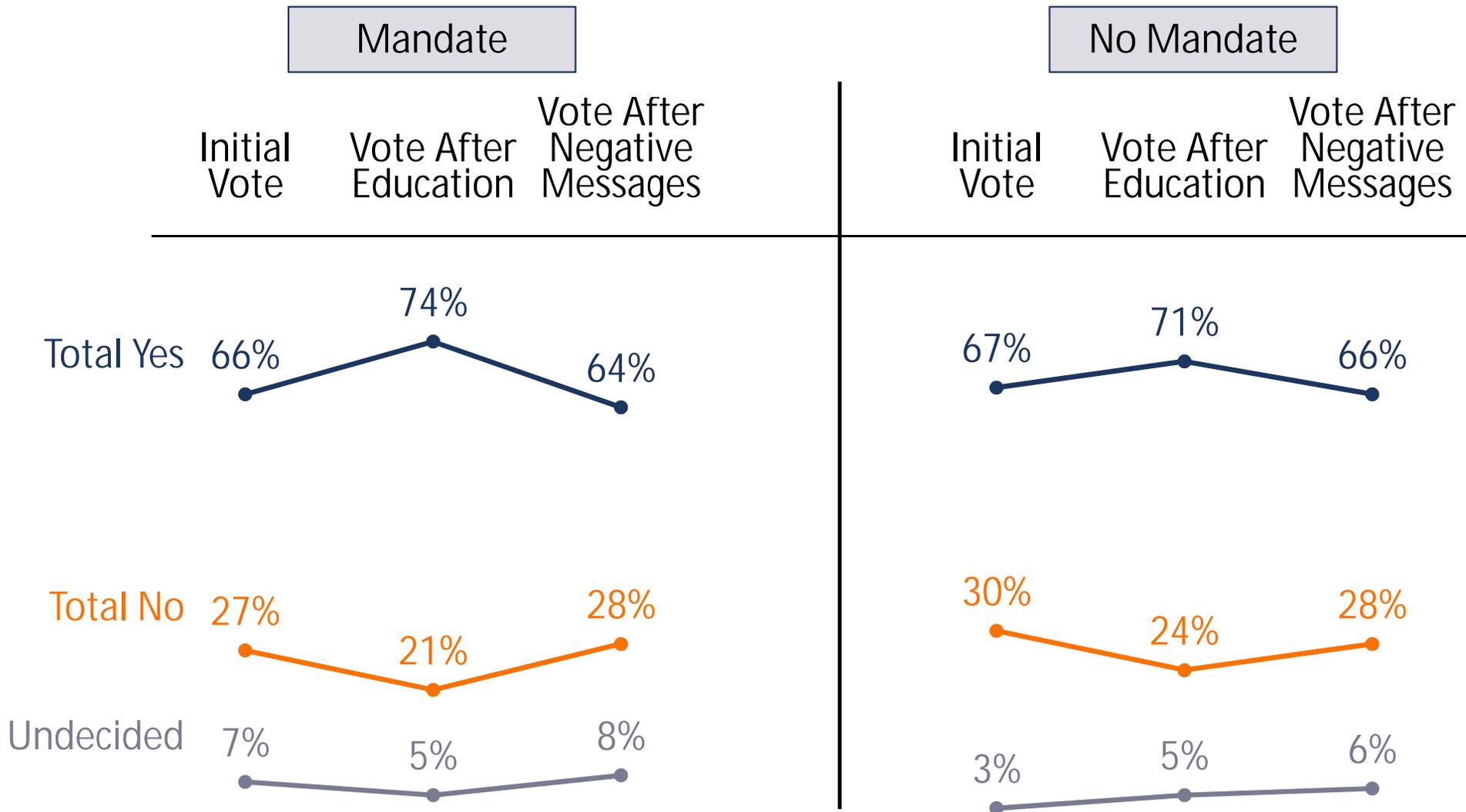
The version that does not mention the mandate also remains well-above 50% after messaging.

(No Mandate; M.O.E=±5.7%)



Vote progression With and Without Mandate

(M.O.E=±5.7%)





Conclusions

Conclusions

- The proposed measure to tax cannabis businesses in Visalia appears viable for November 2024.
- The measure receives broad and consistent support among the electorate, regardless of whether or not a state mandate is mentioned in the ballot language.
- Although many are uncertain about whether it is legal or not to sell cannabis in Visalia, majorities support allowing cannabis business activity.
- Additionally, nearly three-quarters perceive a need for funding for city services.
- In that context, nearly two-thirds support the proposed simple majority measure initially.
- Voters place the greatest priority on addressing homelessness, maintaining emergency response times, keeping public areas safe and clean, and preventing property crime.
- Support fluctuates with messaging, but remains well-above the 50% threshold for passage throughout the survey.



Visalia Voter Attitudes Toward a Proposed Cannabis Measure

Key Findings of a Citywide Survey Conducted March 12-18, 2024



OPINION
RESEARCH
& STRATEGY



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 24-0123

Agenda Date: 5/6/2024

Agenda #: 1.

Agenda Item Wording:

City of Visalia designate May 2024 as Historic Preservation Month



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 24-0071

Agenda Date: 5/6/2024

Agenda #: 1.

Agenda Item Wording:

Authorization to read ordinances by title only.



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0082

Agenda Date: 5/6/2024

Agenda #: 2.

Agenda Item Wording:

Mural Request - Consideration of a mural application request from Urbanists Collective for one mural located on the south-facing façade of the retail building located at 1500 West Houston Avenue (northwest corner of Houston Avenue and Rinaldi Street).

Deadline for Action: 5/6/2024

Submitting Department: Community Development

Contact Name and Phone Number:

Brandon Smith, Principal Planner, (559) 713-4636, brandon.smith@visalia.city
<<mailto:brandon.smith@visalia.city>>;

Paul Bernal, Community Development Director, (559) 713-4025, paul.bernal@visalia.city

Department Recommendation:

The Mural Panel has recommended that this mural application for the proposed mural located at 1500 West Houston Avenue be denied based on the proposed mural having potential for conflicting with a protected copyright or potentially trademarked term and not meeting the parameters of the Mural Guidelines (see rendering attached as Attachment 2).

However, in lieu of the Panel's recommendation of denial, the City Council may take one of the following alternative actions toward the mural.

1. Approve the mural based on the determination that the mural does comply with the Mural Guidelines and does not utilize or portray the trademarked phrase in a manner that defames or imitates the wording in the context of its trademark.
2. Direct that a portion of the phrase "Peace by Piece" either be removed, replaced with alternate wording, or replaced with symbology (such as a peace symbol) in a manner that further evades potential of using a trademarked phrase.

Background Discussion:

The City of Visalia received a mural application on February 13, 2024, from Urbanists Collective for a mural to be painted on the south-facing wall of Double D Liquor & Gas, located at 1500 West Houston Avenue. The mural, if approved, will be visible directly from the Houston Avenue streetscape, as the building façade is located on the property line adjacent to the sidewalk. The mural application (see Attachment 1), a rendering of the original mural submitted by the applicant (see Attachment 2), a picture imposing the mural over the façade (see Attachment 3), and a photo of the existing wall (see Attachment 4) are attached.

The mural is intended to promote neighborhood pride through artwork containing messages of diversity, unity, and youth involvement. The proposed rendering includes the prominent message "Peace By Piece" and includes images of kids / youth and jigsaw puzzle pieces with a background depicting earth in an atmospheric setting. The proposed mural has been designed by the Urbanists

Collective, which according to the application, is a nonprofit organization promoting community wellness through art driven efforts.

The 40-foot wide by 15-foot tall mural is being painted through a collaboration with the California Health Collaborative and the Visalia Unified School District. The California Health Collaborative manages the HEAL Project, which provides upper-grade Latino and African American students with opportunities for building relationships, advocacy engagement, and leadership development, in part through art expression.

The Urbanists will be painting the mural together with youth who participate in the HEAL project. Urbanists have an established track record of painting community murals throughout Visalia and Central California. They are responsible for the “Welcome to Downtown Visalia” mural on Court Street and the artwork located on the back of the building facing School Avenue & Willis Street, both approved in 2021. Work on the mural is expected to begin upon receiving approval from the City Council. It will be painted on-site using professional mixed-grade mediums over a period of approximately one week. It will be protected by a high-grade topcoat.

Mural Panel Review:

In accordance with the City’s Mural Guidelines and Procedures (see Attachment 7), the Mural Panel, consisting of a representative from the Arts Consortium (Ampelio Mejia Perez), Arts Visalia (Alison Schlick Miniaci), and a mayoral appointment (Walter Deissler) convened to review the application. The purpose of the Mural Panel is to assure compliance with local ordinances, the general guidelines, and to determine whether the artist can produce a quality piece of art. All members of the Mural Panel, together with a representative from Urbanists Collective, met on March 5, 2024, to discuss the mural.

The Mural Panel had no concern toward the artwork and with the artist’s ability to prepare a quality mural. With respect to the mural’s objective in sending a message of diversity and unity, the Panel felt that the images and the use of words did not depict an outright depiction of promoting a “service, cause, or place” that is restricted under the City’s general guidelines. Generally, the themes of peace and partnership are ideals shared by the community.

However, the Panel did feel that the amount of the mural image utilized by words detracts from the Mural Guideline’s intent for the mural to emphasize “artistic expression”, as described in the City’s adopted Guideline No. 1, which states:

“The emphasis of the murals will be on “artistic expression” and must not include an advertisement or be commercial in nature. This will in no way limit or restrict the artist’s right to include speech and/or artistic expression in a mural that is not commercial as defined above. All murals must comply with City ordinances that prohibit indecency or obscenity in public.”

A copy of the Mural Guidelines-Procedures is attached to this report (see Attachment 7).

Considerable discussion was given by Panel members toward the phrase “Peace By Piece”. Initially the Panel had concern that the phrase is also used in other contexts and platforms, by organizations as well as businesses, which could lead to a copyright or trademark infringement issue. The Panel’s initial recommendation on March 5 was in favor of the mural but pending the City’s further investigation to determine if there was any trademark infringement.

City staff subsequently confirmed that the phrase “Peace by Piece” is trademarked for an anti-bullying campaign and is used separately in the names of various businesses, books, and organizations. In response to this finding, the applicant did submit a revised mural rendering which

adds the word “Bringing” to the beginning of the phrase (see Attachment 8). However, upon review of this revision, Panel members voiced concern and modified their recommendation to not in favor of the mural on two counts:

- 1) that the initial trademarked phrase “peace by piece” was still intact in the mural even with the addition of the word “bringing” to it and therefore still imposing some trademark risk, and
- 2) that the amount of the mural image utilized by words detracts from the intent for the mural to emphasize “artistic expression” as supported by the Mural Guidelines.

It should be noted that the artist has stated they consider the mural to be an original work and that the mural will not be utilized for commercial purposes. In addition, as noted below in the section describing the mural agreement, the agreement required by the City for the mural decreases the risk of intellectual property claims against the City.

Mural Agreement:

The City’s Mural Guidelines require that the property owner and applicant enter into an agreement that identifies the terms and conditions under which the mural will be applied. A draft of the mural agreement is attached to this report as Attachment 6, should the City Council elect to approve the mural application.

The mural agreement protects the City against intellectual property claims in several ways. The agreement requires the artist to guarantee that the mural does not infringe on any intellectual property rights held by others. Requires the artist affirm that the mural is not intended to be commercial in nature. The agreement also requires the artist indemnify the City. If any trademark or copyright holder provides notice that they consider the mural to be impacting their rights, then the City could require the artist modify the mural to avoid a dispute, or if necessary, terminate the agreement.

Mural Guidelines Background:

The City’s Mural Guidelines and Procedures are intended to assist applicants through the review process prior to being presented to the City Council. These guidelines are established to ensure that the artist can produce a high-quality mural, and to assist in distinguishing between murals that are commercial and non-commercial in nature. The last update of the Mural Guidelines was adopted by the City Council on May 19, 2014 (see Attachment 7).

The Guidelines go into further detail to describe the establishment and role of the Mural Panel, which is to review applications to place murals in public places prior to presentation to Council and to evaluate a mural proposal against the Guidelines.

The City Council is designated as the final approving body for a new mural application, in accordance with the Mural Guidelines as well as with the City’s Municipal Code (Section 17.48.040(E)).

Fiscal Impact:

No fiscal impact to the City. The applicant and artists are responsible for the installation, maintenance, and removal of the murals.

Prior Council Action: No prior Council action related to mural proposals on this site.

Recommended Motion (and Alternative Motions if expected):

I move to deny the application for a mural located on the south façade of the building located at 1500 West Houston Avenue.

Or if an alternative motion is made approving the mural application:

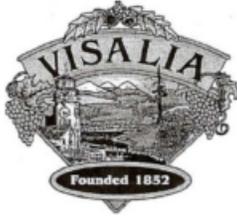
I move to approve the application for a mural located on the south façade of the building located at 1500 West Houston Avenue with changes as directed to staff.

Environmental Assessment Status: The mural is considered Categorical Exempt under Section 15311 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA), as amended, due to the project being a placement of minor structure accessory to existing facilities including but not limited to signs.

CEQA Review: The mural is considered Categorical Exempt under Section 15311 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA), as amended, due to the project being a placement of minor structure accessory to existing facilities including but not limited to signs.

Attachments:

- Attachment 1: Application
- Attachment 2: Rendering
- Attachment 3: Rendering imposed on wall
- Attachment 4: Elevation of building prior to mural
- Attachment 5: Location map
- Attachment 6: Draft Mural Agreement
- Attachment 7: Mural Guidelines
- Attachment 8: Rendering with wording revision



Application No. _____

Date Received _____

IMPORTANT! PLEASE CAREFULLY READ THE MURAL GUIDELINES AND PROCEDURES BEFORE COMPLETING THIS APPLICATION.

You will be notified within thirty (30) days whether the application has been accepted. After filing a complete application for a mural, it will be referred to the Visalia Mural Panel for consideration and action. The time required to process a mural application will vary but will be a maximum of 90 days from application submittal.

This MURAL APPLICATION must be filled out completely and with full answers to every statement and question. This application must be signed by the individual or group proposing the mural, the artist and the owner(s) of the property on which the mural is to be installed.

APPLICANT:

Reggie Gamboa

Name of Applicant: _____ Telephone: 559-909-4381

Address of Applicant: 1845 w Buena vista ave, Visalia E-Mail Address: reggiegamboa28@gmail.com

Mural site is located at: 1500 W. Houston Ave. Visalia

Present zoning of property: commercial Present use of property: Gas station

ARTIST:

Name of Mural Artist: Urbanists Collective Telephone: 559-909-4381

Address of Applicant: 1845 w Buena vista ave, Visalia E-Mail Address: _____

PROPERTY OWNER:

Name of Property Owner:  Telephone: 559-732-3893

Address of Property Owner: 1500 W. Houston Ave E-Mail Address: _____

Mural Application

1) Mural Detail - Please explain the nature of the mural including its size and materials to be used:

The Urbanists Collective, a professional art organization founded in Visalia, CA, proposes to install a mural in North Visalia. The Urbanists Collective have extensive mural experience across the county and as co-founders of the Visalia Arts District, we aim to celebrate the city's culture and history with a dynamic 15-foot tall, 40-foot wide artwork. Utilizing professional mural-grade mixed mediums and a high-grade topcoat for protection, the mural will withstand harsh elements and include a vandalism protection coat. We envision this mural as a catalyst for community pride and engagement, reflecting the stories and aspirations of local residents. We are committed to enriching Visalia's cultural landscape and look forward to the approval by the city on this project.

2) What is the purpose, meaning and/or significance of the proposed mural and why is it important to share with the community?

Urbanists will paint a monumental mural born from a five-year collaboration process between the California Health Collaborative and Visalia Unified School District. This vibrant artwork stands as a beacon of unification, diversity, and inclusivity. Stretching across the canvas of Visalia's landscape, the mural embodies the shared vision of fostering a community where every individual is celebrated and embraced. From its kaleidoscopic palette to its intricate details, the artwork serves as a powerful testament to the beauty of diversity and the strength found in unity. The artwork will showcase a multi-gender, multi-cultural, vitiligo portrait. The message of Peace by Piece will be in the form of a puzzle under construction by multi-cultural arms/hands.

3) What is the timetable to commence and complete the subject mural?

The mural will be completed within one working week, scheduled within one month after approval.

4) Please give a brief biography of the individual(s), group(s) or organization(s) that will install the mural along with the artistic credentials of the artist who prepared the mural design:

Urbanists Collective, is a non profit organization promoting community wellness through art driven efforts. Urbanists has over 15 years experience producing murals, mural festivals, and providing public art consulting guidance to municipalities across California, Oregon, and Washington states.

For more about Urbanists visit: urbanistscollective.com

5) Please explain who will be responsible for the murals maintenance:

Urbanists Collective in partnership with California Health Collaborative.

Mural Application

Please submit one, reproducible rendering (sketch or photo) of an elevation drawing, prepared to a 1:12 scale [1 "=1 ft.0"], with dimensions, accurately depicting the mural to be painted.

Please refer to the Mural Guidelines and Procedures for additional information on the approval process and requirements for installing a mural in the City of Visalia.

Mural Proposal Submitted by:
Reggie Gamboa

Signed: RGJ
Date: 1/13/23

STATE OF CALIFORNIA
COUNTY OF Tulare
CITY OF Visalia

WE, I, Be Incent Development being duly sworn, depose and say that (we are) (I am) the owner(s) of the property (site) involved in this application and that (we) (I) have been familiarized with the rules and regulations of the City of Visalia with respect to preparing and filing this application for a mural and that the foregoing statements and answers contained in this information on the attached materials thoroughly and completely to the best of (our) (my) ability present the arguments in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of (our) (my) knowledge and belief.

Name of Owner(s): Be Incent

Signed: [Signature]
Date: 2-8-2024

Return Application to:

Brandon Smith, Senior Planner
Visalia Planning Division
315 E. Acequia Avenue, Visalia, CA 93291
Email: brandon.smith@visalia.city
Phone: (559) 713-4636

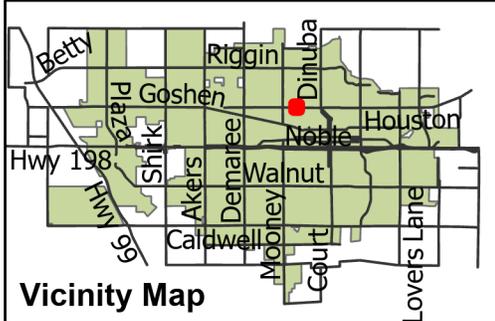




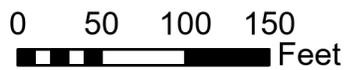
Double D Liquor & Gas, 1500 W. Houston Avenue



The mural is proposed on the south face of the building facing Houston Avenue. Photo date: October 2022. Google Street View.



Location Map



MURAL INSTALLATION AND MAINTENANCE AGREEMENT

This MURAL INSTALLATION AND MAINTENANCE AGREEMENT (the “Agreement”) is made this _____, 2024, in the City of Visalia, County of Tulare, State of California, by and between Balwart Singh & Baljinder Kaur Dhaliwal (“Owner”), Urbanists Collective (“Artist”) and the City of Visalia (“City”).

WITNESSETH:

WHEREAS, City understands the importance of art in public places and the role that murals play in preserving our culture, conveying the history of our community, beautifying the city, and advancing the arts.

WHEREAS, murals are permitted under the City’s sign ordinance upon the issuance of a permit from City pursuant to Visalia Municipal Code § 17.48.040.

WHEREAS, pursuant to City’s Mural Guidelines and Procedures, murals meeting certain specification are allowed subject to review by the Mural Panel and final approval by the City Council in accordance with VMC § 17.48.040.

WHEREAS, pursuant to the City’s Mural Guidelines, following approval by the Mural Panel, Owner and Artist are required to provide to the City Manager, or his/her designee, evidence of an agreement which identifies the terms and conditions under which the mural will be applied; and

WHEREAS, to comply with the City’s mural guidelines, Owner, Artist, and City desire to execute an agreement establishing the Parties’ rights and responsibilities with respect to the installation, maintenance, and ownership of the mural.

NOW, THERFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**Article 1
Definitions**

1.1 “Commercial” means words or images used elsewhere in the marketplace for the purpose of promoting a particular business, product, service, cause, place or brand.

1.2 “Commercial element” means art that by virtue of its location or proximity to a business may serve a minimal commercial purpose. If that art were in a different location, it would be considered pure art and not commercial in nature.

1.3 “Good condition” means that the mural is free of dirt, debris, and any other object or substance interfering with the public’s view of the mural.

1.4 “Mural” means a sign as defined in Visalia Municipal Code, Chapter 17.48. It is also generally described as a picture or representation, in any type of medium, on an exterior surface of a building, structure, fence or garden wall.

1.5 “Mural Panel” means the group of individuals approved by the City Manager to review applications to place murals in public places prior to presentation to Council.

Article 2 Owner’s Covenants

2.1 Authorization. Owner covenants that Owner owns the property located at 1500 W. Houston Avenue, Visalia, California, 93291 (the “Property”), is authorized to permit the mural’s installation upon the south-facing façade of the Property, and will permit Artist to do so following this Agreement’s execution.

2.2 Maintenance and Repair. Owner covenants to maintain and repair the mural during the term of this Agreement so that the mural is at all times in a state of good condition.

Article 3 Artist’s Covenants

3.1 Installation. Artist covenants to complete installation of the mural on the west-facing wall of the Property within 120 days after this Agreement’s execution.

3.2 Necessary Artistic Repairs. Artist covenants to assist Owner in making any necessary repairs to the mural’s artistic content, including, but not limited to, restoring a damaged portion of the mural’s content.

Article 4 Term, Termination, and Extension

4.1 Term. This Agreement shall have a term of ten (10) years from the date of execution, unless terminated pursuant to Article 4 or Article 8.

4.2 Owner’s Termination. Owner may elect to terminate this Agreement without any liability to Artist or City if Artist: (a) fails to install the mural as specified in this Agreement; or (b) fails to complete installation of the mural on the date required by Section 3.1 for any reason. In the event of such termination, Owner may elect to cover or remove those parts of the Mural that have been installed.

4.3 City’s Termination. City may elect to terminate this Agreement without any liability to Artist or Owner if the Mural is not maintained in accordance with Section 7.1.

4.4 Extension. The Parties hereto may mutually agree in writing to extend the term of this Agreement for successive five (5) or ten (10) year periods.

Article 5 Mural Specifications

5.1 Artistic Freedom. The provisions of this Article 5 shall not in any way limit or restrict Artist's right to include content in the mural that is not commercial, indecent, or obscene.

5.2 Commercial Content. The mural shall not include an advertisement or be commercial in nature. Murals shall not contain copy, lettering, symbols or references directly to the promotion of any product, business, brand, organization, service, cause or place. Murals may contain limited commercial elements so long as they are not considered commercial speech with the purpose of promoting a commercial transaction.

5.3 Obscene and Indecent Content. The mural shall comply with City ordinances prohibiting indecency and obscenity in public.

5.4 Sponsor and Artist Identification. In no event shall the name of a sponsor, a sponsor product likeness, or the Artist's signature individually comprise more than one (1) percent of the mural.

5.5 Configuration and Dimensions. The mural shall be of the same configuration and dimensions as the scale rendition preliminarily approved by the Mural Panel and Owner.

Article 6 Installation

6.1 Time of Installation. Artist shall begin installing the mural as soon as reasonably practicable after this Agreement's execution.

6.2 Notice of Installation. Artist shall provide advance notice in writing to Owner of the date and time Artist intends to install the mural. Artist may thereafter proceed with the installation if Owner is not present, unless Owner notifies Artist in writing otherwise.

6.3 Materials. Artist shall be responsible for providing, at its cost, all materials necessary to install the mural.

6.4 Landscape Protection and Removal. Parties acknowledge that the site of the proposed mural does not contain landscaping. .

6.5 Application for Encroachment Permit. Artist shall determine whether installation of the mural requires an encroachment permit pursuant to Visalia Municipal

Code § 12.12.010, which requires an encroachment permit for any work performed in the public right of way or utility easements in the City, and, if required, Artist shall acquire said permit prior to commencing the mural's installation.

Article 7 Maintenance and Repairs

7.1 Maintenance and Repairs. Owner shall be responsible for maintaining the mural in good condition at all times while this Agreement is in force. If, for any reason, the mural is not so maintained, as determined by City, City shall notify Owner of the need to perform maintenance and/or repairs and identify the actions necessary for compliance with this provision. If, after thirty (30) days from the date of the City's notification to Owner of the need for maintenance and/or repairs, Owner has not performed the actions identified by City as being necessary for compliance with this provision, City may enter Owner's property and perform any necessary maintenance and/or repairs at Owner's expense.

7.2. Access. Owner hereby grants City and Artist a right of access to the Property to paint the mural and to perform maintenance and repairs required pursuant to this Agreement, and otherwise to ensure the mural remains in good condition while this Agreement is in force. The license shall continue for a period of ten (10) years from the date of this Agreement's execution.

Article 8 Removal

8.1 Removal by City. City may remove the mural at Owner's expense if Owner fails to maintain the Mural in good condition as provided in Section 7.1.

8.2 Removal by Owner. Owner may remove the mural at Owner's expense if Owner reasonably determines that the mural is harming the Property or limiting Owner's ability to use the Property for the purpose for which it is intended; provided that Owner shall provide Artist and City with sixty (60) days' notice that Owner intends to remove the mural at the end of the notice period. If possible, Owner shall work with Artist and City to find another suitable site for the mural.

Article 9 Insurance and Indemnification

9.1 Insurance. Owner or Artist shall obtain adequate insurance, both in type and amount, as determined by the City's Risk Manager; provided however, that if either party is unable to obtain insurance coverage, then in lieu thereof the Owner and the Artist may agree to indemnify City pursuant to Section 9.2.

9.2 Indemnification and Coordination. Unless insurance coverage has been obtained in accordance with Section 9.1, Owner and Artist hereby agree:

(i) to jointly and severally indemnify City for any costs the City incurs in connection with the mural caused by the actions of the Owner or Artist, their officers, employees, or agents, or any person who was under their control insofar as permitted by law. Further, Owner and Artist hereby agree to hold harmless, indemnify, and defend the City of Visalia, its officials, members, agents, and employees against any claims, costs, damages, demands, liability, and notices, or any of these, arising or resulting from any damage or injury proximately caused by actions of either party in connection with the mural, regardless of whether the city is actively negligent or passively negligent, except for those claims, costs, damages, demands, liability, and notices, or any of these, caused solely by the negligence or willful misconduct of City; and

(ii) to cooperate with the City to respond to specific risks, hazards, and dangers to public health and safety that are reasonably foreseeable consequences of the activity contemplated by this Agreement.

Article 10 Intellectual Property

10.1 Ownership: Ownership rights in the mural are as specified in this Agreement, regarding the right to maintain and remove, if necessary, the mural, and in regards to intellectual property rights, as specified in this Article 10.

10.2 Copyright. Subject to the restrictions and usage rights and licenses granted to Owner hereunder, and unless otherwise agreed to by the parties in writing, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement, including but not limited to the design of the mural. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the mural.

10.3 Owner's Intellectual Property License. Artist hereby grants to Owner, and to Owner's agents, authorized contractors and assigns, and to City an unlimited and irrevocable license to do the following with respect to the Mural:

(i) Owner may use and display the mural on the Property only.

(ii) Owner and City may make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the mural. Owner and City may use such reproductions for any Owner-related or City-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic, and multimedia publicity. Owner and City shall ensure that such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. Owner and City shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable: “[Title of Artwork]” © [Year of completion] by [Artist's name]. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this

agreement. Neither Owner nor City may license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the mural or to reproductions.

10.4 Third Party Infringement. Artist represents and warrants that the mural is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Neither Owner nor City is responsible for any third party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify Owner and City against any claims brought against Owner or City alleging that the mural infringes the intellectual property rights of any third parties.

10.5 Publicity. Owner and City shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the mural. Artist shall be reasonably available to attend any ceremonies related to the mural.

10.6 Trademark. In the event that Owner's or City's use of the mural creates trademark, service mark or trade dress rights in connection with the mural, Owner and City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

10.7 Waiver of Artist's Rights. With respect to the mural produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist hereby waives any and all claims, arising at any time and under any circumstances, against Owner and City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987, et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§ 987, et seq., or any other type of moral right protecting the integrity of works of art. Specifically, Artist hereby waives any and all such claims against Owner or any future owners of the Property, and its agents, officers and employees, and City. Artist hereby represents and warrants that the Artist is authorized to sign this waiver.

Article 11 Miscellaneous Provisions

11.1 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL ONE PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM MADE BY THAT PARTY IS BASED ON CONTRACT OR TORT.

11.2 Survival. The provisions contained in Article 10 shall survive the expiration or termination of this Agreement.

11.3 Modification and Amendment. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

11.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Visalia.

11.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

11.6 Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions.

11.7 Counterparts. This Agreement may be executed in multiple counterparts and signatures may be exchanged by facsimile or electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.

11.8 Relationship of the Parties. Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either Party except those expressly granted herein.

11.9 Attorney Fees. In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recovery of its attorney's fees, litigation expenses, and court costs incurred in the action brought thereon. Attorney's fees and litigation expenses shall include without limitation costs of preparation and discovery and retaining expert witnesses, and such fees and expenses shall be payable whether or not the litigation proceeds to final judgment. "Prevailing party" shall be defined as the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant. When any party recovers other than monetary relief and in situations other than as specified herein, the prevailing party shall be as determined by the court.

11.10 Notices. Notices or other communications required by this Agreement will be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the

carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.

Owner: Balwart Singh & Baljinder Kaur Dhaliwal
1500 W. Houston Avenue
Visalia, CA 93277

Artist: Urbanists Collective
c/o Reggie Gamboa

Visalia, CA 93291
Email: _____

City City of Visalia,
Attn: Leslie Caviglia, City Manager
220 N. Santa Fe Street
Visalia, CA 93292

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

Owner

Balwart Singh Dhaliwal

Artist

Reggie Gamboa

City

Leslie Caviglia
City Manager

CITY OF VISALIA
MURAL GUIDELINES AND PROCEDURES

INTRODUCTION:

Murals are considered signs and, as such, are governed by the City’s sign ordinance found in Chapter 17.48 of the Visalia Municipal Code (“VMC”). Murals require the issuance of a permit from the City pursuant to VMC §17.48.030. Murals which are non-commercial, contain no advertising copy and which do not function as an advertisement are allowed, subject to review by the Mural Panel and final approval by the City Council (VMC §17.48.040(S)). These guidelines are provided to assist mural applicants through the process prior to presentation to City Council.

PURPOSE: To define the process used by groups or individuals (“applicants”) who desire to install murals in Visalia public places. The City of Visalia understands the importance of art in public places and the role that murals play in preserving our culture, conveying the history of our community, beautifying the city and advancing the arts. These guidelines will provide direction to applicants wishing to install murals in public places.

DEFINITIONS:

“Parks Commission” means the Visalia Parks and Recreation Commission which is responsible for City of Visalia Parks.

“Planning Commission” means that Visalia Planning Commission responsible for approving variances in the sign ordinance.

“Public places” means places within the City limits of Visalia, which are visible to the public.

“Commercial” means words or images used elsewhere in the marketplace for the purpose of promoting a particular business, product, service, cause, place or brand.

“Commercial Element” means art that by virtue of its location or proximity to a business may serve a minimal commercial purpose. If that art were in a different location, it would be considered pure art and not commercial in nature.

“Mural” means a sign as defined in VMC Chapter 17.48. It is also generally described as a picture or representation, in any type of medium, on an exterior surface of a building, structure, fence or garden wall.

“Mural Panel” means a group of individuals approved by the City Manager to review applications to place murals in public places prior to presentation to Council. Mural Panel will be comprised of one (1) representative from the Arts Consortium, one (1) representative from Arts Visalia, and one (1) representative appointed by the Mayor. In all cases, the person appointed should have no involvement/conflict of interest with the mural under consideration. The representatives will be appointed by the Chair of these organizations and the Mayor upon the receipt of a Mural Application.

“Preliminary Approval” means the application has been accepted, found to be in good order and complete and the proposed mural is deemed appropriate by the mural panel.

GENERAL GUIDELINES:

1. The emphasis of the murals will be on “artistic expression” and must not include an advertisement or be commercial in nature. This will in no way limit or restrict the artist’s right to include speech and/or artistic expression in a mural that is not commercial as defined above. All murals must comply with City ordinances that prohibit indecency or obscenity in public.
2. Murals shall not contain copy, lettering, symbols or references directly to the promotion of any product, business, brand, organization, service, cause or place. Murals may contain limited commercial elements so long as they are not considered commercial speech with the purpose of promoting a commercial transaction. For those mural applications that may contain limited commercial elements, the Mural Panel will ask the question – “If the business on which the mural is located were to move, would the mural still be good quality art and something the community would want to remain?” If so, the mural is not considered commercial speech or advertisement but rather pure art.
3. Murals shall not be merely an extension or enlargement of a sign. If the theme of the mural is to promote a business, brand, organization, service, cause or place, it shall meet all requirements of the City of Visalia sign ordinance. If the proposed mural is determined to be commercial in nature and is therefore deemed by the Mural Panel to be a form of advertisement, the Mural Application will be referred to the City of Visalia Planning Department for a variance in the sign ordinance. That application will then follow their process for review and approval.
4. Not more than 1% of the mural will contain the name of a sponsor and/or sponsor product likeness. The artist’s signature shall not be more than 1% of the mural.
5. Temporary Murals will receive, as is reasonably practicable, expedited review by the Mural Panel. Temporary murals shall be required to comply with the provisions of these guidelines, and will be removed no later than one year after completed. After one year, if there is a desire for the mural to remain in place, the owner will resubmit a mural application and follow the standard process as outlined herein.
6. Mural artists will be required to demonstrate their ability and experience to create high quality, well designed and well executed murals and/or art. The artist must provide the Mural Panel a portfolio of work that is reflective of the style of the proposed mural. This will be used to help determine whether the artist will be able to uphold the standards for quality art within the City of Visalia. For those artists without a portfolio of work, the Mural Panel will consider other presented forms of art that demonstrate an ability to create a quality mural.

7. New murals erected without receiving proper approval and that did not go through the Mural Application and Approval Process, will be required to retroactively go through the Process. Property owners will have 30 days after receiving notification to submit a mural application after which the mural will be deemed a sign and subject to all permitting requirements of VMC 17.48. The retroactive mural applications will be required to comply with all Mural Guidelines and must receive City Council approval. Murals that fail to be approved will be removed within 30 days after the denial at the property owners expense.

APPLICATION AND APPROVAL PROCESS:

STEP 1: Muralist(s) must obtain an application from the Community Development Department office at 315 E. Acequia Ave. or online at www.visalia.city. The time required to process a mural application will vary but will be a maximum of 90 days from application submittal. The application will provide information to the City regarding location, size, concept and content of the mural, type of paint/media, owner of the building where the mural will be located, artist(s), dates of application, individuals who will be responsible for maintenance. The application must be signed by the individual/group proposing to place the mural, as well as the property owner where the mural will be placed and submitted to the City Manager or his/her designee along with a 1:12 scale [1"=1 ft.-0"] sketch, rendering or photo of the proposed mural.

STEP 2: The application and mural rendering must be reviewed and approved by the Mural Panel and the owner of the property where the mural is proposed to be placed. The review will be conducted to assure compliance with local ordinances and regulations, these guidelines, and the ability of the artist(s) proposing the mural to produce a quality mural. If the mural receives preliminary approval, it will move forward in the process.

Any mural that is to be installed in or on a community center or park, except Convention Center, must, in addition to review by the Mural Panel, be reviewed by the Parks Commission prior to submission to the Visalia City Council for final approval.

STEP 3: After receiving preliminary approval, the artist will then be required to provide for review their portfolio of work that is reflective of the proposed mural. The Mural Panel will use the portfolio of work to help determine whether the artist has the technical skill and ability to produce a quality mural within the City of Visalia. If the artist is unable to provide a portfolio of work, at a minimum, the artist will be required to provide evidence of artistic talent that satisfies the Mural Panel as to the skill and ability of the artist to create a mural that is of good quality.

STEP 4: After review and acceptance of the artist's body of work, the Mural Panel will make a recommendation to the City Council for approval of the mural application which is the final approval step.

MURAL AGREEMENT:

Following approval by the Mural Panel, whether the mural will be placed on public or private property, the property owner and applicant(s) will be required to provide to the City Manager, or his/her designee, evidence of a proposed agreement which identifies the terms and conditions under which the mural will be applied. These terms and conditions include, but are not limited to:

- A. Specifications regarding the mural (location, size, concept and content of the mural, type of paint/media);
- B. Application for Encroachment Permit if necessary;
- C. Identification of ownership of the mural image and use thereof;
- D. Expected timeframe for completion;
- E. Long term mural maintenance;
- F. Circumstances under which the mural may be removed by the City and/or property owner (i.e. lack of maintenance or in disrepair);
- G. Proof of Liability Insurance;
- H. Landscape removal and replacement or protection, if any;

The proposed agreement will be provided to the Mural Panel and will be submitted to City Council along with the recommendation of the Mural Panel and, if necessary, the Park Commission.

APPEAL TO CITY COUNCIL:

In the event the Mural Panel and/or the Park Commission determines the proposed mural does not comply with the parameters of these guidelines or other City ordinances and regulations, and therefore determines to withhold its approval, applicant(s) may apply for a variance as authorized by VMC section 17.48.040(P) and outlined in VMC section 17.48.110.

FINAL INSPECTION AND ACCEPTANCE:

The City reserves the right to inspect the mural during installation and upon completion to ensure that the final product is in compliance with the approved mural application. Should it be found that the mural is not in compliance, the artist and property owner will be notified and given 30 days to remedy the situation. Should the property owner and/or artist fail to make the necessary corrections, the mural will be deemed out of compliance and will be removed at the expense of the property owner and/or artist.

Revised 3-05-14





Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0084

Agenda Date: 5/6/2024

Agenda #: 3.

Agenda Item Wording:

Change Order Approval -Approve Change Order No. 1 in the amount of \$196,619 to Cummins Pacific and appropriate \$200,000 for repairs and maintenance from the WWTP Fund.

Deadline for Action: None

Submitting Department: Administration

Contact Name and Phone Number:

Mike Porter, Civil Engineer, 713-4412, mike.porter@visalia.city <<mailto:mike.porter@visalia.city>>

Ben Litwack, WRF Superintendent, 713-4671, ben.litwack@visalia.city
<<mailto:ben.litwack@visalia.city>>

Jason Huckleberry, Engineering & Building Department Director, 713-4495,
jason.huckleberry@visalia.city <<mailto:jason.huckleberry@visalia.city>>

Nick Bartsch, Public Works Director, 713-4052, nick.bartsch@visalia.city
<<mailto:nick.bartsch@visalia.city>>

Department Recommendation:

Approve Change Order No. 1 in the amount of \$196,619 to Cummins Pacific, LLC and appropriate \$200,000 for repairs and maintenance to the existing RPGS System from the WWTP Fund 431 (Project Number 4330-72000/CP0323-999).

Summary:

The existing Renewable Power Generation System (RPGS) needs repairs and maintenance before it can be brought into service. Staff obtained a proposal from Cummins Pacific to provide repairs and maintenance on the RPGS prior to it being scheduled for pre-commissioning inspections and start-up. The system was installed in 2018 and has been non-operational since that time. During that time, little to no maintenance has been performed on the system. Inspections completed by Cummins and their team of technicians revealed that many parts suffered from corrosion and visible wear from exposure to the elements and non-use. Additionally, many of the sensitive electronic and computer components need to be replaced and/or updated. The system also uses multiple batteries and filters that need to be changed. To put it simply, the entire system needs a complete overhaul and tune-up. The RPGS was originally purchased from Cummins Pacific. Cummins, and their associated specialized service technicians are the only qualified vendors to render services on this equipment. The proposed repairs and maintenance to be provided on the system are anticipated to take approximately 2 weeks and will require multiple technicians from Cummins Pacific and their sub-consultant teams. See attached Cummins Proposal for a detailed list of parts and services to be provided.

Background Discussion:

The 2018 Water Reclamation Facility (WRF) upgrades included the installation of a Renewable Power Generation System (RPGS) to utilize biogas to generate power. The plan for the RPGS was

initially approved by the San Joaquin Valley Air Pollution Control District (SJVAPCD, or APCD). Unfortunately, the RPGS plan was later rejected by the US EPA, and the addition of a Selective Catalytic Reduction (SCR) System was required. The project is currently operating under an Authority to Construct permit issued by the APCD. The SCR installation must be approved by the APCD as part of the permit requirements, prior to start-up of the RPGS.

The Visalia Water Reclamation Facility (WRF) produces renewable biogas as a byproduct of the wastewater treatment process. To beneficially utilize this biogas, the recent Water Reclamation Facility upgrade project included the installation of a RPGS which utilizes the biogas to power a 1 MW electricity generator. The power produced would be utilized on-site to reduce the electricity imported from Southern California Edison’s (SCE) grid.

While the RPGS was designed and installed as part of the larger upgrade project, challenges early in the project, along with permitting issues, and staff vacancies, caused a delay with the commissioning of the RPGS system. Since the delay has extended well beyond completion of the project’s other components, it was decided to close out the larger upgrade capital project and address the RPGS separately. This approach was approved by the Council in August 2018.

Once operational, the RPGS is expected to generate enough power to offset approximately \$500,000 per year of net purchased power, resulting in a system payback period of approximately 11 years, which is well below its 20-year expected service lifetime.

Fiscal Impact:

Cummins’ Change Order No. 1 in the amount of \$196,619.00 was approved by the Change Order Committee at the April 24, 2024, Change Order Committee Meeting.

The current budget summary is presented in the following Table:

Budget Summary: CIP 4330-72000/CP0323-999 WWTP Fund 431	
Cummins Pacific (Current PO Amount)	\$ 64,800.00
Cummins Pacific (Change Order No. 1)	\$ 196,619.00
Construction Management (est. 5%)	\$ 13,250.00
Contingency (5%)	\$ 13,250.00
Total Project Cost Estimate	\$ 287,919.00
Current CIP Budget	\$ 100,000.00
Current Budget Shortfall	\$ (187,919.00)
Appropriation Request	\$ 200,000.00

Any funds remaining at the end of project completion will be returned back to the Wastewater Treatment Plant Fund (431).

Prior Council Action:

May 3, 2021: Council authorized the City Manager to approve a sole source contract with W.M. Lyles for the installation of a new Selective Catalytic Reduction (SCR) System on the existing Cummins engine-generator.

August 2018: Approval of project Notice of Completion, including a discussion of the RFGS delays and planned course of action.

May 20, 2019: Approval of Cummins equipment contract (\$196,505) and Parsons design contract (\$199,400)

Alternatives: Do not complete improvements to the RFGS. This is not recommended because the City would not be able to utilize the system and will not benefit from the projected savings generated by the power generation system.

Recommended Motion (and Alternative Motions if expected):

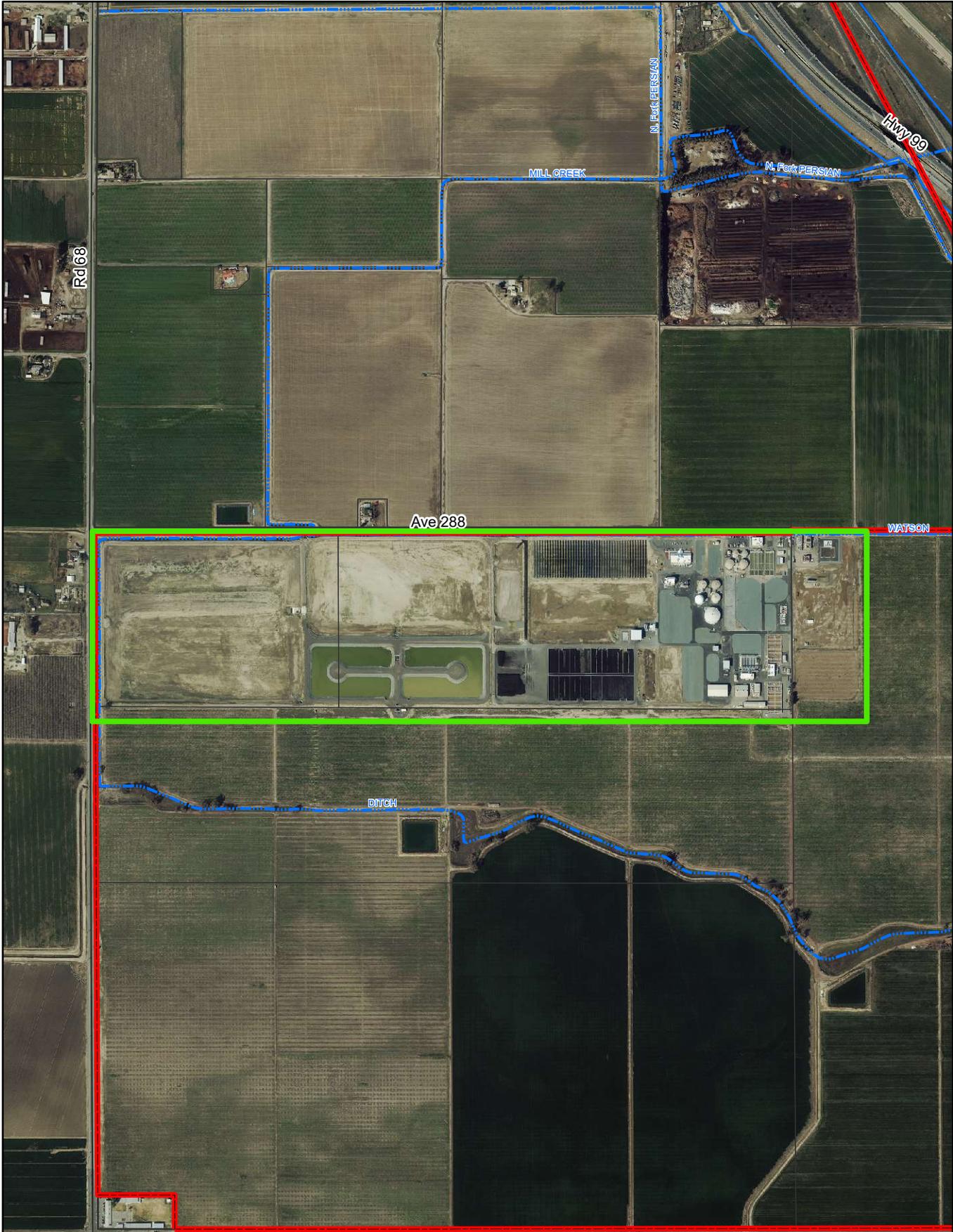
I move to approve Change Order No. 1 in the amount of \$196,619 and appropriate an additional \$200,000 from the WWTP Fund 431.

Attachments:

Vicinity Map

Cummins Proposal

City of Visalia WRF Vicinity Map



1 inch = 1,015 feet

CITY OF VISALIA





**Sales and
Service**

**POWERING A WORLD
THAT'S ALWAYS ON.**

**CUMMINS INC
INTEGRATED GAS BUSINESS**

April 8, 2024

Proposal

Adder02_12062023_Rev3_City of Visalia



Pre-commissioning Repairs

Adder 02



April 8, 2024

Mike Porter

City of Visalia

Email: Mike.Porter@visalia.city

Re: Pre-commissioning Repairs

Quote: Adder02_12062023_Rev3_City of Visalia

1) Preferred Gas Blending system

Replacement of the following parts with visible wear due to storage conditions:

QPX1C/K15ASC Pneumatic Actuators

- Visible fading on casing with possible rust showing through. Soft diaphragm may be dried out due to weather conditions.
- Replacement QPX1C/K15ASC actuator due to external rust showing on casing.

VAC BLX Series V100EEXD190AC1 Electro-Pneumatic Positioner

- Visible fading on positioner case due to weather. Gauge block is rusted and unable to see measurements.
- VAC BLX V100-E-EX-D1-90-A-C1 replacement positioner & 400499 filter regulator with gauge set.

StoneL QX7VB02SDM Limit Switch with Position Transmitter

- Visible fading of paint on outside of unit.
- Complete replacement unit, current model has been updated to QX5VE02SRA. No change in fit or function.

<i>Sub-total of parts</i>	:	<i>\$118,900.00</i>
<i>(sales taxes)</i>	:	<i>\$ 10,106.50</i>
<i>Sub-total of service</i>	:	<i>\$ 17,800.00</i>
Sum of Gas Blending system	:	\$ 146,806.50

2) Switchgear and Master Control

Perform preventive maintenance on the switchgear and master control, investigate issues with the fiber optics and with the ground meter, identify and land the electricians interconnects running into the switchgear and update the firmware of the PLC and HMI.

Parts to be supplied:

- Red Lion protocol convertor
- RS-232 to RS-485 convertor for MOD bus communications to the generator

NETA testing on the protection relays and battery testing are NOT included in this quote and are to be done by a third party.

<i>Sub-total of parts</i>	:	<i>\$ 2,500.00</i>
<i>(sales taxes)</i>	:	<i>\$ 212.50</i>
<i>Sub-total of service</i>	:	<i>\$ 47,100.00</i>
Sum of Switchgear	:	\$ 49,812.50



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Price for the above listed herein: **\$196,619.00 USD** total. *Taxes included.*

In acceptance of this proposal, please issue Purchase Order to:

Augusto Lange Tubino
Proposal Adder02_12062023_Rev3_City of Visalia
Cummins Inc. d/b/a CSSNA IGB
435 Bergen Ave
Kearny, NJ 07032
United States of America

Payment Terms:

- 100% upon receipt of order
- Payments are due sixty (30) days from the date of invoice contingent on credit approval.

Sincerely,

Augusto Tubino

Gas Genset Sales Manager – Western

Cummins Inc.

Email: augusto.tubino@cummins.com

Mobile: +1 (812) 390 9381



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0104

Agenda Date: 5/6/2024

Agenda #: 4.

Agenda Item Wording:

Landscape & Lighting District Actions - Request authorization to initiate proceedings and order the dissolution of Landscape and Lighting Assessment District No. 07-06 "Parcel Map 0609"; and authorization for the formation, ordering the improvements, and levying the annual assessments for Landscape and Lighting Assessment District No. 23-04 "Renewed Parcel Map 0609" (Resolution Nos. 2024-15, 2024-16, 2024-17 and 2024-18)

Deadline for Action: 5/6/2024

Submitting Department: Community Development

Contact Name and Phone Number:

Lupe Garcia, Acting City Engineer, lupe.garcia@visalia.city, (559) 713-4197

Jason Huckleberry, Eng & Bldg Director jason.huckleberry@visalia.city, (559) 713-4495

Department Recommendation:

Staff recommends that City Council authorizes to initiate proceedings and order the dissolution of Landscape and Lighting Assessment District (LLD) No. 07-06 "Parcel Map 0609"; and authorize for the formation, ordering the improvements, and levying the annual assessments for Landscape and Lighting Assessment District No. 23-04 "Renewed Parcel Map 0609" (Resolution Nos. 2024-15, 2024-16, 2024-17 and 2024-18)

Background Discussion:

Parcel Map 4869 was approved for recordation in 2007 by City Council, dedicating Lot A through Lot D for landscaping, sidewalk, and maintenance thereof and an Ingress/Egress easement across Parcel 9 for access to the City's storm basin, commonly referred to as the "Piano Basin", to the City of Visalia. Lot A through Lot D as well as the ingress/egress easement areas were all to be maintained by Landscape and Lighting Assessment District No. 07-06 "Parcel Map 0609". At the time the project called for an office development to be built next to a residential development to the east. To the west of the property is a cement batch plant.

The eastern residential portion of the project moved forward but not the proposed office development. In 2020, plans for the development of Visalia RV Storage Park were submitted to the city under Building Permit No. B204641. The proposed development is a 5.7-acre RV storage facility with 157 stalls, a 2.7-acre space designated for a future self-storage facility, and 0.8 acres of land for the development of three single-family residences. The revised development required several modifications to the prior landscape plans.

The development's Conditional Zoning Agreement (CZA) No. 2019-10, which amended and restated the 2005 Conditional Zoning Agreement, required the RV Storage Park to relocate the existing pedestrian access trail through Lot D of Parcel Map 4869 leading from Elwin Street to the walking path around the City's storm basin. It also required the City to relocate Lot C to accommodate the three proposed single-family residences (reference the attached "CZA No. 2019-10 Plat"). The ingress/egress easement dedicated with Parcel Map 4869 was also required to be abandoned and a new access point dedicated to the City in order to access the storm basin.

In November 2023, City Council approved the summary vacation and abandonment of Lot C and Lot D based

on the required relocation of said Lots. In addition, Council approved the summary vacation of said ingress/egress easement over Parcel 9. Upon the recordation of the summary vacation of Lot C, Lot D, and the ingress/egress easement, Lot Line Adjustments (LLA) NO. 2023-11, 2023-12, 2023-13, and 2023-14 were recorded creating 5 new commercial lots for the proposed RV Storage Park and 3 single-family residential lots conforming to the requirements of the second amended and restated conditional zoning agreement. In addition, new Lots C and D were dedicated to allow the continued connection to the basin and to meet the City's railway system requirements.

To meet the conditions of the second amended and restated conditional zoning agreement, the existing Landscape and Lighting Assessment District No. 07-06 "Parcel Map 0609" must be dissolved and a new Landscape and Lighting Assessment District (District No. 23-04) is being formed to reflect the new dedicated Lots created by the Lot Line Adjustments and separate grant deeds.

The lots within Landscape and Lighting District No. 23-04 will be assessed based on their size proportion with respect to the overall development area. The RV lots make up 90.96% of the assessment area and the residential lots are the remaining 9.04%. Therefore, the RV and residential areas will contribute 90.96% and 9.04% of the annual assessment respectively. The RV development is made up of 5 lots that will contribute \$4,429.41 each. The residential development is made up of 3 single family lots that will contribute \$733.69 each.

The City of Visalia has been allowing developers to form assessment districts under the Landscape and Lighting Act of 1972 for the maintenance of common features such as landscaping, irrigation systems, streetlights, street trees, and local streets. The maintenance of these improvements is a special benefit to the development and enhances the land values to the individual property owners in the district.

The Landscape and Lighting Act allows for the use of summary proceedings when all the affected property owners have given their written consent to waive the requirement for a public hearing. The notice period is also waived. The owner of this development has given their written consent to waive the public hearing and form this district. The use of summary proceedings allows for the initiation of proceedings and the final annexation action of the assessment district to be acted upon together as separate resolutions.

The City's Landscape and Lighting District Committee has reviewed and adopted the unit fees used for the assessment as shown in the Engineers report and as included with Landscape and Lighting District 23-04. All new landscaping installed within the Lots for this development will strictly adhere to the State Model Water Efficient Landscape Ordinance (MWELo). MWELo required that landscaping and irrigation plans be certified by a qualified entity (i.e., a Landscape Architect) as meeting the State and City's water conservation requirements. In addition, MWELo increases water efficiency standards for new landscapes through use of more efficient irrigation systems, inclusion of drought tolerant plant and tree species, and by limiting the portion of landscape that can be covered in turf.

Fiscal Impact:

Eight (8) lots will contribute to Landscape and Lighting Assessments District No. 23-04 created for the maintenance of common features related to this development (i.e., Renewed Parcel Map 0609). These common features include, but are not limited to trail lighting, landscaping and irrigation. The annual assessment for each RV lot is \$4,429.41 and each residential lot is \$733.69.

Prior Council Action:

- On November 6th, Council approved the vacation of Lot C, Lot D and the abandonment of the ingress/egress (state the same)

- On December 16, 2019 Council approved the second amendment to Conditional Zoning Agreement 2005-02, Conditional Zoning Agreement 2019-10
- On May 7, 2007 Council approved for recordation Parcel Map 4869
- On June 10, 1987 Council authorized the use of landscape maintenance assessment districts per the Landscape and Lighting Act of 1972 for maintaining common area features that are a special benefit and enhance subdivisions

Other:

- On October 28, 2019 Planning Commission approved the Second Amendment to Conditional Zoning Agreement 2005-02
- On June 26, 2006 Planning Commission approved Tentative Parcel Map 2006-09 (Parcel Map 4869)

Alternatives: N/A**Recommended Motion (and Alternative Motions if expected):**

I move to authorize to initiate proceedings and order the dissolution of Landscape and Lighting Assessment District (LLD) No. 07-06 "Parcel Map 0609"; and authorization for the formation, ordering the improvements, and levying the annual assessments for Landscape and Lighting Assessment District No. 23-04 "Renewed Parcel Map 0609" (Resolution Nos. 2024-15 , 2024-16, 202417 and 2024-18) ..end

Environmental Assessment Status: N/A**CEQA Review:** N/A**Attachments:**

1. Resolution 24-15 Initiating Proceedings to Dissolve Assessment District No. 07-06
2. Resolution 24-16 Ordering the Dissolution of Assessment District No. 07-06
3. Resolution 24-17 Initiating Proceedings for Assessment District No. 23-04
4. Resolution 24-18 Ordering the Improvements for Assessment District No. 23-04
5. Aerial Map
6. Location Map
7. Final Map
8. Development Disclosure

RESOLUTION NO. 2024-15

RESOLUTION INITIATING PROCEEDING FOR THE DISSOLUTION OF
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 07-06

Parcel Map 0609

(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council proposes the dissolution of an assessment district pursuant to the Landscape and Lighting Act 1972 (Section 22500 and following, Streets and Highway Code).
2. The Landscape and Lighting Assessment District has no moneys in the improvement fund.
3. The Landscape and Lighting Assessment District has no outstanding bonds or notes.
4. The proposed district is designated as "Assessment District 07-06, City of Visalia, Tulare County, California", and includes the land as shown on the map designated "Assessment Diagram, Assessment District No. 07-06, City of Visalia, Tulare County, California", which is on file with the City Clerk and known as "Parcel Map 0609".

PASSED AND ADOPTED: _____, 2024

Leslie B Caviglia, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2024-__ passed and adopted by the Council of the City of Visalia at a regular meeting held on April 1, 2024.

Dated: _____

Leslie B Caviglia, CITY CLERK

By Michelle E. Nicholson, Chief Deputy City Clerk

RESOLUTION NO. 2024-16

RESOLUTION AUTHORIZING THE DISSOLUTION OF
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 07-06
Parcel Map 0609
(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution Initiating Proceedings for the Dissolution of Assessment District No. 07-06, City of Visalia, Tulare County, California.
2. The City Council authorizes the dissolution of an assessment district pursuant to the Landscape and Lighting Act 1972 (Section 22500 and following, Streets and Highway Code).
3. The owners of all land within the boundaries of the proposed landscape and lighting district have filed their consent to the dissolution of the proposed district.
4. The Landscape and Lighting Assessment District has no moneys in the improvement fund.
5. The Landscape and Lighting Assessment District has no outstanding bonds or notes.
6. The proposed district is designated as "Assessment District 07-06, City of Visalia, Tulare County, California", and includes the land as shown on the map designated "Assessment Diagram, Assessment District No. 07-06, City of Visalia, Tulare County, California", which is on file with the City Clerk and known as "Parcel Map 0609".
7. The City Council hereby orders the dissolution of the assessment district described in the Resolution Initiating Proceedings.
8. From and after the date this resolution is recorded, Landscape and Lighting Assessment District No. 07-06 no longer constitutes an assessment district.

PASSED AND ADOPTED: _____, 2024

Leslie B Caviglia, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2024-16 passed and adopted by the Council of the City of Visalia at a regular meeting held on April 1, 2024.

Dated: _____

Leslie B Caviglia, CITY CLERK

By Michelle E. Nicholson, Chief Deputy City Clerk

RESOLUTION NO. 2024-17

RESOLUTION INITIATING PROCEEDINGS
FOR ASSESSMENT DISTRICT NO. 23-04
Renewed Parcel Map 0609
(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council proposes to form an assessment district pursuant to the Landscaping & Lighting Act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:

Maintenance of street trees, landscaping, trail lighting, and any other applicable equipment or improvements.
2. The proposed district shall be designated "Assessment District No. 23-04, City of Visalia, Tulare County, California," and shall include the land shown on the map designated "Assessment Diagram, Assessment District No. 23-04, City of Visalia, Tulare County, California", which is on file with the City Clerk and is hereby approved and known as "Renewed Parcel Map 0609".
3. The City Engineer of the City of Visalia is hereby designated engineer for the purpose of these formation proceedings. The City Council hereby directs the Engineer to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscape & Lighting Act of 1972.

PASSED AND ADOPTED: April 1, 2024 LESLIE B. CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2024-17 passed and adopted by the Council of the City of Visalia at a regular meeting held on April 1, 2024.

Dated: _____, 2024 LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

CLERK'S CERTIFICATION TO COUNTY AUDITOR

ASSESSMENT DISTRICT NO. 23-04
Renewed Parcel Map 0609
(Pursuant to Landscaping & Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF TULARE:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessments and assessment diagram, for "Assessment District No. 23-04, City of Visalia, Tulare County, California" confirmed by the City Council of the City of Visalia on April 1, 2024 by its Resolution No. 2024-.

This document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

Dated: _____, 2024

LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

RESOLUTION NO. 2024-18

RESOLUTION ORDERING THE IMPROVEMENTS FOR
ASSESSMENT DISTRICT NO. 23-04
Renewed Parcel Map 0609
(Pursuant to the Landscape & Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council adopted its Resolution Initiating Proceedings for Assessment District No. 23-04, City of Visalia, Tulare County, California, and directed the preparation and filing of the Engineer's Report on the proposed formation.
2. The Engineer for the proceedings has filed an Engineer's Report with the City Clerk.
3. The owners of all land within the boundaries of the proposed landscape and lighting district have filed their consent to the formation of the proposed district, and to the adoption of the Engineer's Report and the levy of the assessments stated therein.
4. The City Council hereby orders the improvements and the formation of the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.
5. The City Council hereby confirms the diagram and the assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2023/24.
6. The City Council hereby forwards the following attachments to Tulare County Recorder's Office for recordation:
 - a. Clerk's Certification to County Auditor
 - b. Resolution Initiating Proceedings
 - c. Resolution Ordering Improvements
 - d. Engineer's Report:
 - Exhibit A - Assessment Diagram showing all parcels of real property within the Assessment District
 - Exhibit B - Landscape Location Diagram
 - Exhibit C - Tax Roll Assessment
 - Exhibit D - Engineer's Report

PASSED AND ADOPTED: April 1, 2024

LESLIE B. CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2024-18 passed and adopted by the Council of the City of Visalia at a regular meeting held on April 1, 2024.

Dated: _____, 2024

LESLIE B. CAVIGLIA, CITY CLERK

By Michelle Nicholson, Chief Deputy City Clerk

Exhibit "A"
Assessment Diagram
Landscape & Lighting Assessment District No. 23-04
Renewed Parcel Map 0609

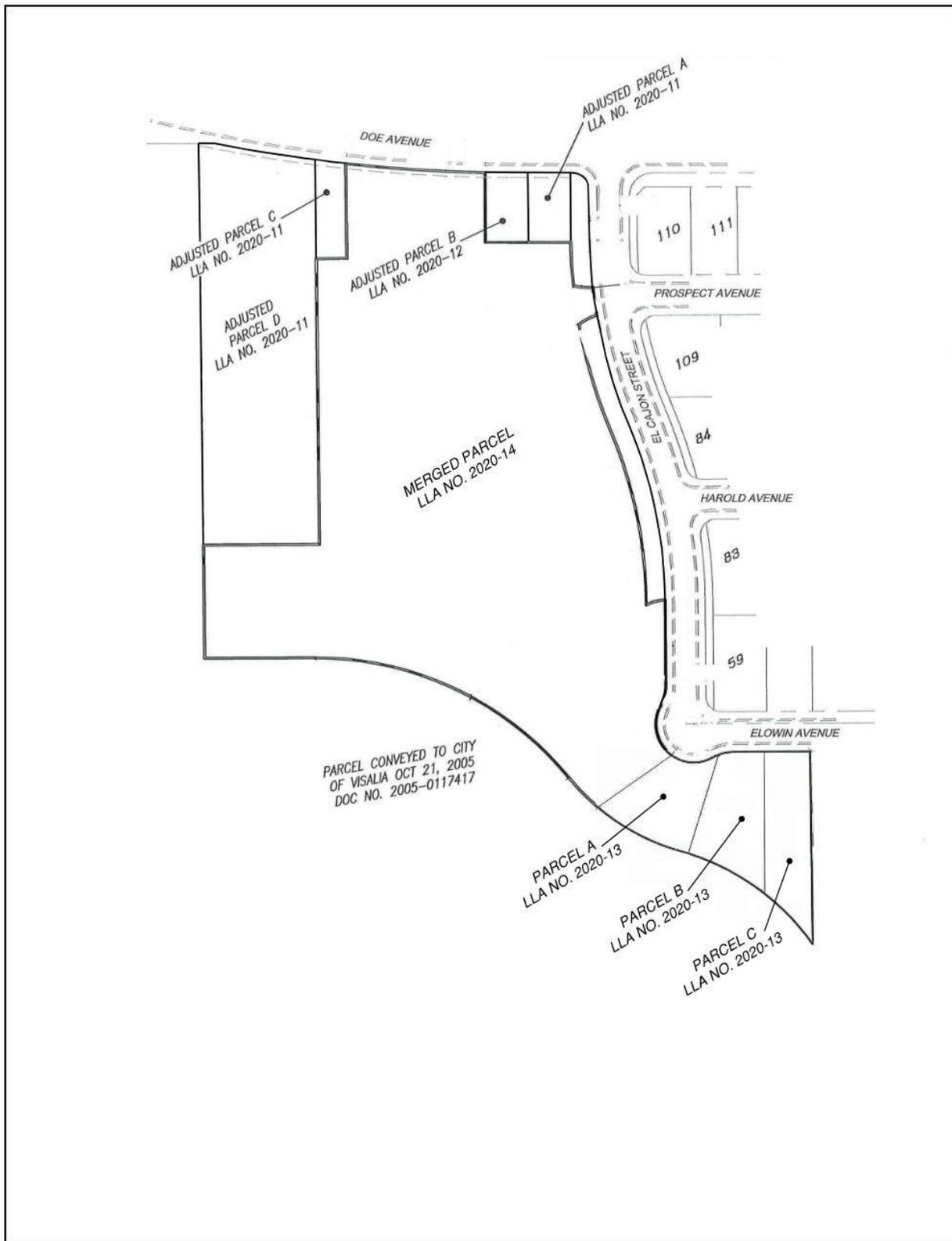


Exhibit "B"
 Landscape Location Diagram
 Landscape & Lighting Assessment District No. 23-04
 Renewed Parcel Map 0609

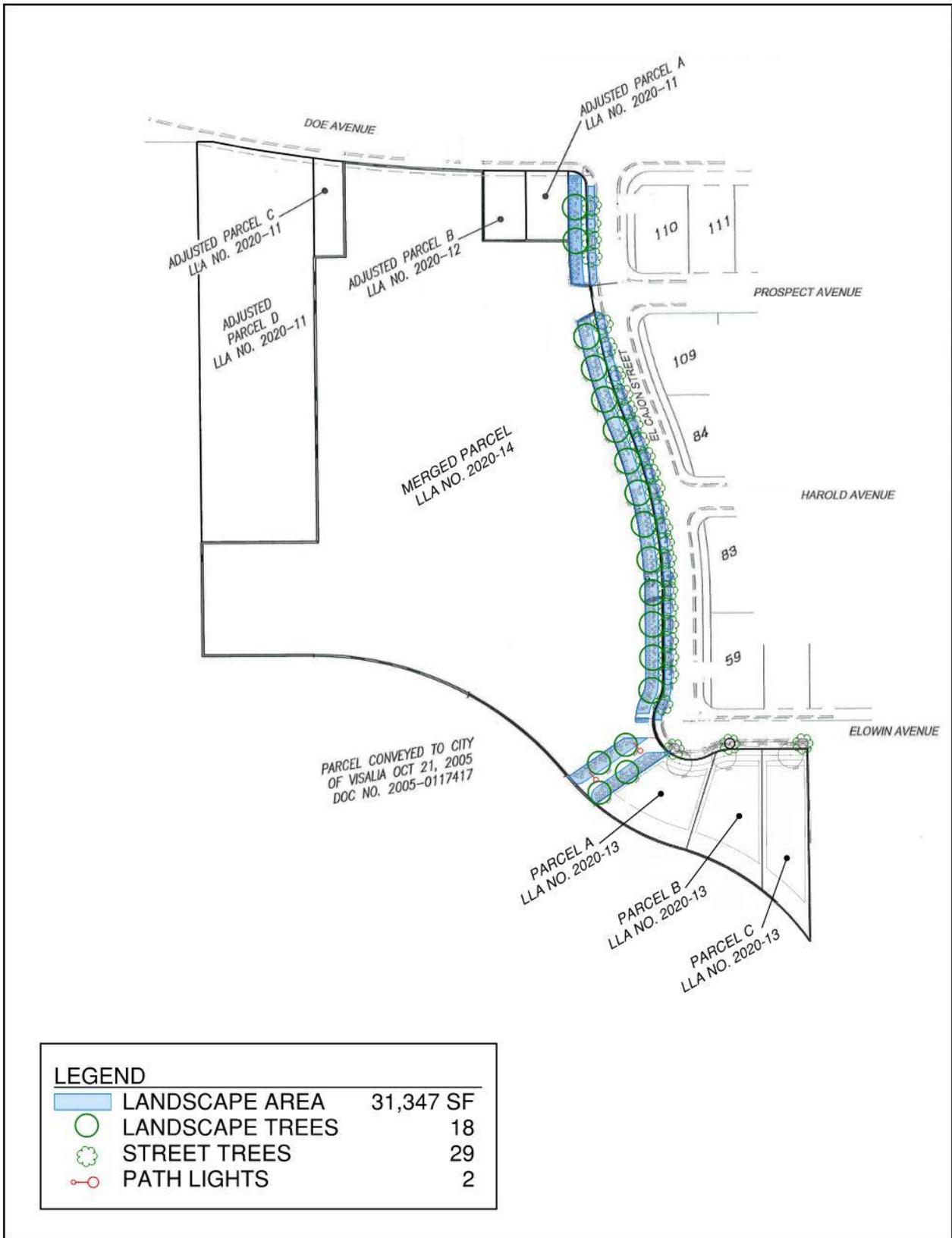


Exhibit "C"
 Tax Roll Assessment
 Landscape & Lighting Assessment District 23-04
 Renewed Parcel Map 0609
 Fiscal Year 2023/24

<u>APN #</u>	<u>Assessment</u>	<u>Owner</u>	<u>Lot #</u>	<u>District</u>
To be assigned	\$4,429.41	TC Property Management LTD, a California limited partnership	LLA 2020-11 Parcel A	23-04 Renewed Parcel Map 0609
To be assigned	\$4,429.41	TC Property Management LTD, a California limited partnership	LLA 2020-11 Parcel C	23-04 Renewed Parcel Map 0609
To be assigned	\$4,429.41	TC Property Management LTD, a California limited partnership	LLA 2020-11 Parcel D	23-04 Renewed Parcel Map 0609
To be assigned	\$4,429.41	TC Property Management LTD, a California limited partnership	LLA 2020-12 Parcel B	23-04 Renewed Parcel Map 0609
To be assigned	\$4,429.41	TC Property Management LTD, a California limited partnership	LLA 2020-14 Merged Parcel	23-04 Renewed Parcel Map 0609
To be assigned	\$733.69	TC Property Management LTD, a California limited partnership	LLA 2020-13 Parcel A	23-04 Renewed Parcel Map 0609
To be assigned	\$733.69	TC Property Management LTD, a California limited partnership	LLA 2020-13 Parcel B	23-04 Renewed Parcel Map 0609
To be assigned	\$733.69	TC Property Management LTD, a California limited partnership	LLA 2020-13 Parcel C	23-04 Renewed Parcel Map 0609

Exhibit “D”
Engineer’s Report
Landscape & Lighting Assessment District 23-04
Renewed Parcel Map 0609
Fiscal Year 2023/24

General Description

This Assessment District (23-04, Renewed Parcel Map 0609) is located at the southwest corner of Doe Avenue and El Cajon Street. Exhibit “A” is a map of Assessment District 23-04. This District includes outlots. The district will maintain shrubs, landscape trees, street trees irrigation systems, trail lighting, and any other applicable equipment or improvements. The maintenance of irrigation systems includes, but is not limited to, maintaining the structural and operational integrity of these features and repairing any acts of vandalism (graffiti, theft or damage) that may occur. There are a total of 8 lots within the district.

Determination of Benefit

The purpose of landscaping is to provide an aesthetic impression for the area. The lighting is to provide safety and visual impressions for the area. The maintenance of any landscape areas and trail lighting is vital for the protection of both economic and humanistic values of the development. In order to preserve the values incorporated within developments and to concurrently have an adequate funding source for the maintenance of all landscape areas, trail lights and street trees should be included in a maintenance district to ensure satisfactory levels of maintenance.

Method of Apportionment

In order to provide an equitable assessment to all owners within the District, the following method of apportionment has been used. All lots in the District benefit equally, including lots not adjacent to landscape areas and trail lights. The lots not adjacent to landscape areas, trail lights benefit by the uniform maintenance and overall appearance of the District.

Estimated Costs

The estimated costs to maintain the District includes the costs to maintain any landscaping, trees, and trail lighting.

Exhibit "D"
Engineer's Report
Landscape & Lighting Assessment District 23-04
Renewed Parcel Map 0609
Fiscal Year 2023/24

The quantities, estimated costs, and per lot assessment in the "Renewed Parcel Map 0609" Landscape and Lighting District are as follows:

	Pocket Park	15 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost
Pocket Park	Turf Area	Monthly	Sq Ft	-	\$ 0.055	12	\$ 0.66	\$ -
	Shrub Area	Monthly	Sq Ft	-	\$ 0.029	12	\$ 0.348	\$ -
	Water	Monthly	Sq Ft	-	\$ 0.018	12	\$ 0.216	\$ -
	Electricity	Monthly	Meter	-	\$ 20.69	12	\$ 248.28	\$ -
	Trees	Annual	Each	-	\$ 60.00	1	\$ 60.00	\$ -
	Custodial Maintenance	Monthly	Each	-	\$ 172.00	12	\$ 2,064.00	\$ -
Equipment and Maintenance	Annual Fiber Material Replacement	Annual	Cubic Yd	-	\$ 42.00	1	\$ 42.00	\$ -
	Equipment Inspection	Monthly	Hourly	-	\$ 98.24	12	\$ 1,178.88	\$ -
	Repair/Replace Equipment	Monthly	Hourly	-	\$ 55.00	12	\$ 660.00	\$ -
	Playground Structure	Once	Each	-	\$ 95,000.00	-	\$ 6,333.33	\$ -
	Picnic Table	Once	Each	-	\$ 5,707.00	-	\$ 380.47	\$ -
	Bench	Once	Each	-	\$ 1,492.00	-	\$ 99.47	\$ -
	Trash Receptacle	Once	Each	-	\$ 1,199.00	-	\$ 79.93	\$ -
	Trellis/Arbor	Once	Each	-	\$ 3,500.00	-	\$ 233.33	\$ -
	Lighting Pole	Once	Each	2	\$ 8,000.00	-	\$ 533.33	\$ 1,066.67
Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Year	Annual Cost Per Unit	Annual Total Cost	
Turf Area	Monthly	Sq Ft	-	\$ 0.055	12	\$ 0.66	\$ -	
Shrub Area	Monthly	Sq Ft	31,347	\$ 0.029	12	\$ 0.348	\$ 10,908.76	
Water	Monthly	Sq Ft	31,347	\$ 0.018	12	\$ 0.216	\$ 6,770.95	
Electricity	Monthly	Meter	1	\$ 20.690	12	\$ 248.28	\$ 248.28	
Landscape Trees	Annual	Each	18	\$ 60.00	1	\$ 60.00	\$ 1,080.00	
Interior Street Tree	Annual	Each	29	\$ 60.00	1	\$ 60.00	\$ 1,740.00	
Street Lights (Electricity & Maint)	Monthly	Each	-	\$ 11.30	12	\$ 135.60	\$ -	
Block Wall	Annual	Ln Ft	-	\$ 0.75	1	\$ 0.75	\$ -	
Project Management	Annual	Lots	8	\$ 40.00	1	\$ 40.00	\$ 320.00	
Description	20 Yr Cycle	Unit	Amount	Cost Per Unit	Times per Cycle	Annual Cost Per Unit	Annual Total Cost	
Reclamite (5 year cycle)	Twice	Sq Yd	-	\$ 0.96	2	\$ 0.96	\$ -	
Crack Seal (7 year cycle)	Twice	Sq Yd	-	\$ 0.68	2	\$ 0.68	\$ -	
Cape Seal (15 year cycle)	Once	Sq Yd	-	\$ 11.16	1	\$ 11.16	\$ -	
2.0' Overlay (20 year cycle)	Once	Sq Yd	-	\$ 33.42	1	\$ 33.42	\$ -	
Total							\$ 22,134.66	
10% Reserve Fund (Repairs)			10%				\$ 2,213.47	
Grand Total							\$ 24,348.13	
Annual Assessment Area	Acres	Percentage of Area	Total Area Assessment	No. of Lots	Lot Assessment			
RV Storage Park	8.55	90.96%	\$ 22,147.06	5	\$ 4,429.41			
Residential	0.85	9.04%	\$ 2,201.07	3	\$ 733.69			
	9.40	100%	\$ 24,348.13					

Exhibit “D”
Engineer’s Report
Landscape & Lighting Assessment District 23-04
Renewed Parcel Map 0609
Fiscal Year 2023/24

Annual Cost Increase

This assessment district shall be subject to an automatic annual increase derived by the following formula:

$$\text{year “n” assessment} = (\$24,348.13) (1.05)^{(n-1)}$$

where “n” equals the age of the assessment district with year one (1) being the year that the assessment district was formed;

However, in no case shall the assessment be greater than 1) The actual cost of providing the benefit conferred to each parcel plus any prior years’ deficit and less any carryover, as determined annually or; 2) a 10% increase over the prior year’s assessment.

The reserve fund shall be replenished as necessary to maintain a level of 10% of the estimated maintenance cost so long as the annual assessment change does not exceed the limits identified above.

Example 1) The year four estimated costs are \$26,539.46 [a 9% increase over the base year assessment of \$24,348.13]. The ceiling on the assessment increase for year four would be \$28,186.00 [ceiling = $(\$24,348.13) (1.05)^{(4-1)}$]. The assessment would be set at \$26,539.46 or the actual cost of providing the maintenance effort.

Example 2) The year four assessment is estimated at the actual cost of providing the maintenance effort of \$27,513.39 [a 7% increase over the previous year assessment and a 13.0% increase over the base year assessment]. The ceiling on the assessment increase for year four would be \$28,186.00 [ceiling = $(\$24,348.13) (1.05)^{(4-1)}$]. The assessment would be set at \$27,513.39 or the actual cost of providing the maintenance effort because it is less than the ceiling amount and the year-to-year increase is less than the 10% cap on increases in any given year.

Example 3) The year four assessment is \$26,539.46 [a 9% increase over the base year assessment \$24,348.13] and damage occurred to the masonry wall raising the year five assessment to \$32,378.14 [a 22% increase over the previous year assessment]. The year five assessment will be capped at \$29,193.41, a 10% increase over the previous year and under the ceiling of \$29,595.30 [ceiling = $(\$24,348.13) (1.05)^{(5-1)}$]. The difference of \$3,184.74 will be recognized as a deficit and carried over into future years’ assessment.

City Engineer Certification

I hereby certify that this report was prepared under my supervision and this report is based on information obtained from the improvement plans of the subject development.

Lupe Garcia
Acting City Engineer

Date

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP...

- 1. RIGHT OF WAY FOR DOE AVENUE, PROSPECT AVENUE, HAROLD AVENUE, EL CAJON STREET, MAE GARDEN STREET, ELOWIN AVENUE, SWEET AVENUE, PRESTON STREET, AND SWEET COURT IN FEE TO THE CITY OF VISALIA.
2. LOTS A, B, C, D, E, F AND G, IN FEE, TO THE CITY OF VISALIA FOR LANDSCAPING, PUBLIC SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES.

WC VISALIA 5516, A CALIFORNIA LIMITED LIABILITY COMPANY ASSEMI BROTHERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: JOSHUA E. PETERSON, MANAGING MEMBER BY: FARID ASSEMI, PRESIDENT
GRANVILLE HOMES, INC. A CALIFORNIA CORPORATION U.S. BANK NATIONAL ASSOCIATION, d/b/a HOUSING CAPITAL COMPANY
BY: DEREK W. HAYASHI BY: CARRIE DURAN

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOTARY ACKNOWLEDGMENT STATE OF CALIFORNIA/COUNTY OF Fresno

ON April 14, 2016 BEFORE ME, Kerry K. Caldwell, Notary Public, PERSONALLY APPEARED Joshua E. Peterson and Carrie Duran WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN HIGHER THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIGH THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

SIGNATURE Kerry K. Caldwell Kerry K. Caldwell
MY COMMISSION EXPIRES: March 16, 2018 2058249
COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: Fresno COUNTY

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

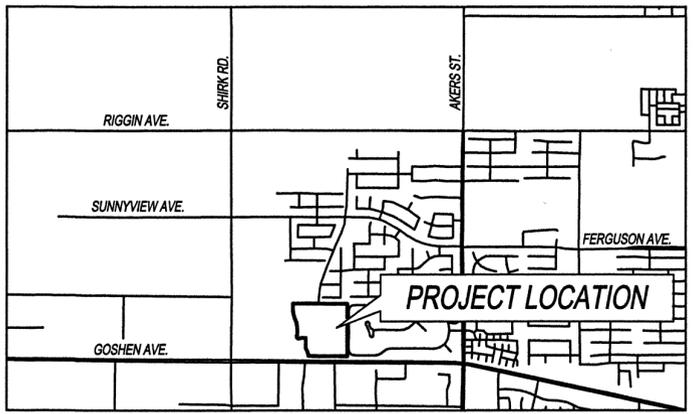
NOTARY ACKNOWLEDGMENT STATE OF CALIFORNIA/COUNTY OF Fresno

ON April 14, 2016 BEFORE ME, Liana Leyva, Notary Public, PERSONALLY APPEARED Farid Assemi and Hayashi WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN HIGHER THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIGH THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

SIGNATURE Liana Leyva Liana Leyva
MY COMMISSION EXPIRES: August 17, 2018 2078341
COMMISSION NO.

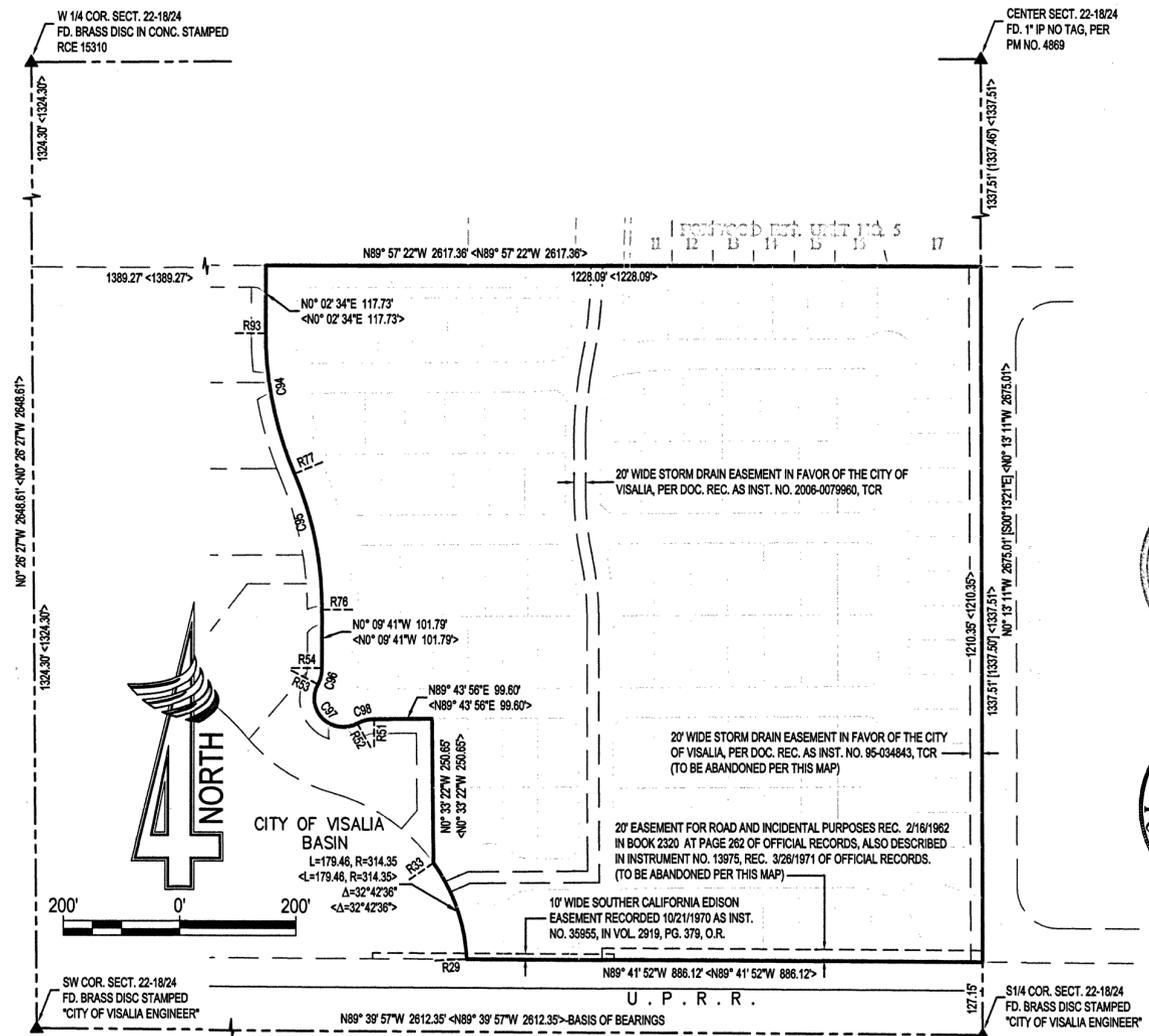
PRINCIPAL PLACE OF BUSINESS: Fresno COUNTY



VICINITY MAP

DI MELLO TOSCANA

BEING PARCEL 1 OF LOT LINE ADJUST NO. 2006-25, PER DOCUMENT NO. 2006-0075969 RECORDED JULY 24, 2006, T.C.R., SITUATED IN A PORTION OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 24 EAST MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.



- LEGEND
FOUND AND ACCEPTED MONUMENT AS DESCRIBED
SET BRASS DISC STAMPED PLS 8163, FLUSH IN CONCRETE
SET 3/4" IRON PIPE TAGGED PLS 8163, AND AT ALL LOT CORNERS
RECORD DATA PER FOXWOOD EST. UNIT NO. 5, REC. IN VOL. 41 OF MAPS, AT PAGE 34, T.C.R., OR CALCULATED THEREFROM
BASIS OF BEARINGS
THE SOUTH LINE OF THE SW 1/4 OF SECTION 22-18/24 PER PARCEL MAP NO. 4869, PER MAP REC. IN BK. 49 OF PARCEL MAPS AT PG 74, T.C.R. TAKEN AS:

FLOOD HAZARD ZONE
AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NO. 06107C0930E & 06107C0928E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES FULLY WITHIN A FLOOD ZONE AREA DESIGNATED ZONE X(SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING, AREAS OF 1-PERCENT ANNUAL CHANCE FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1-PERCENT ANNUAL CHANCE FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED FROM THE 1-PERCENT ANNUAL CHANCE FLOOD BY LEVEES.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT
ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN 'ASSESSMENT DISTRICT NO. 16-01, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA,' ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972.

NOTICE OF ABANDONMENT
PURSUANT TO SECTION 68434 (G) OF THE GOVERNMENT CODE, THE FILING OF THIS FINAL MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING PUBLIC EASEMENT: EXISTING STORM DRAIN EASEMENT PER DOC. REC. 6/1/1995, AS INST. NO. 95-034843, TCR.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WATHEN AND CASTANOS IN APRIL OF 2016. AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RANDY D. WASNICK P.L.S. 8163 9/12/16 DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

JEFFREY S. LAND P.L.S. 8634 5/14/16 DATE

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO TENTATIVE SUBDIVISION MAP NO. 5516 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON JUNE 26, 2006.

JOSH MCDONNELL, A.I.C.P. CITY PLANNER 4/28/2016 DATE

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THIS 9th DAY OF April, 2016, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, LOTS A-G, STORM DRAIN EASEMENTS, AND BLOCK WALL FOOTING EASEMENTS; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS; AND CONSENTING TO THE ABANDONMENT OF THE STORM DRAIN EASEMENT, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA, THIS 9th DAY of May, 2016. MICHAEL OLMOS CITY MANAGER/CITY CLERK Michelle Nicholson CHIEF DEPUTY CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

I, MICHAEL C. SPATA, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS 7th DAY OF June, 2016. MICHAEL C. SPATA, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS Daniel Ybane DEPUTY

RECORDER'S STATEMENT

DOCUMENT NO. 2016-0033256 FEE PAID \$14.00
FILED THIS 9th DAY OF JUNE, 2016, AT 8:00 A.M.
IN VOLUME 43 OF MAPS, AT PAGE 72, TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.

ROLAND P. HILL TULARE COUNTY ASSESSOR/CLERK-RECORDER
BY: Deputy

PREPARED BY:



324 S. SANTA FE ST., STE. A P.O. BOX 7593 VISALIA, CA 93292 TEL: 559.802.3052 FAX: 559.802.3215

6-7-16

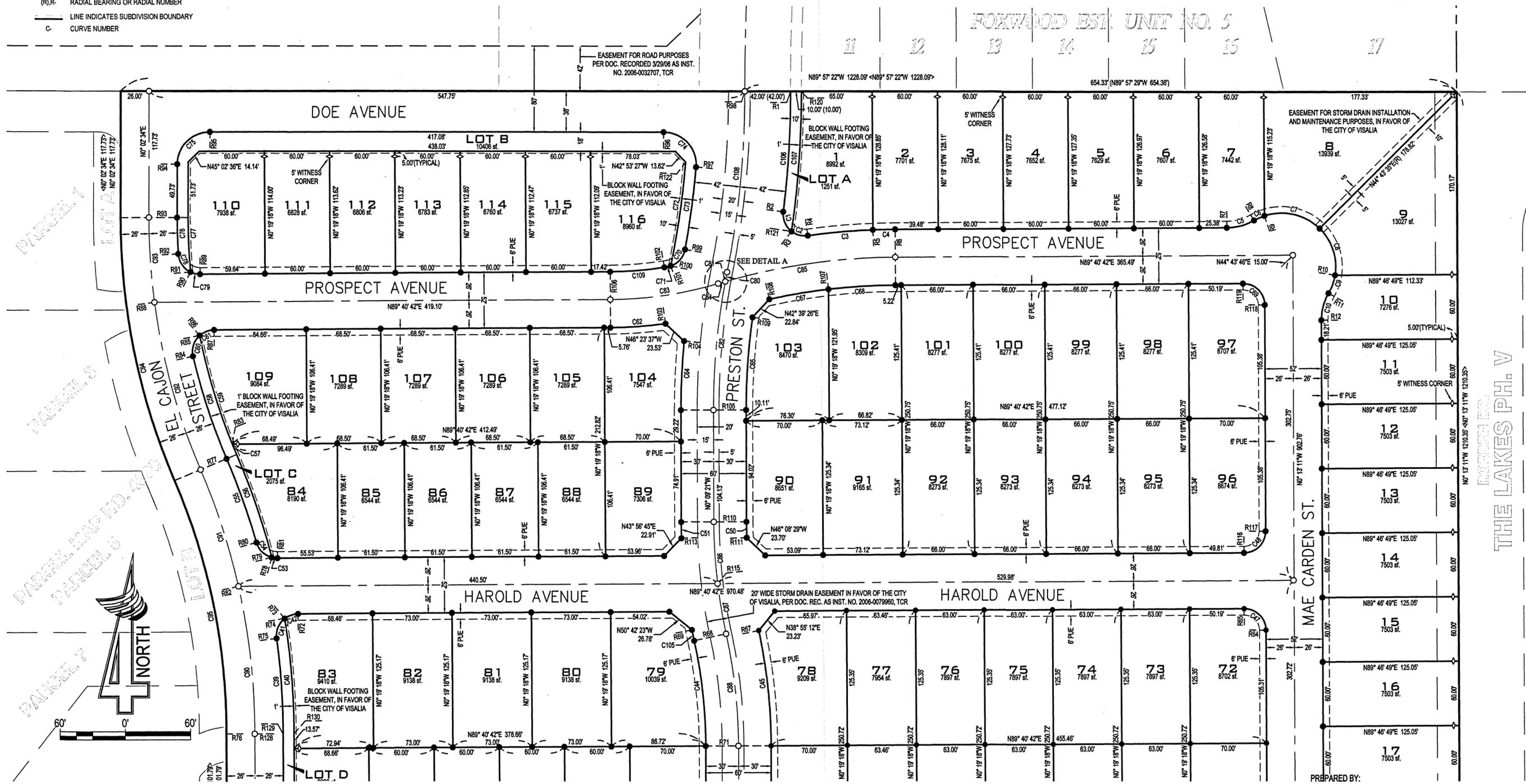
DI MELLO TOSCANA

LEGEND

- ▲ FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- SET BRASS DISC STAMPED PLS 8163, FLUSH IN CONCRETE
- SET 3/4" IRON PIPE TAGGED PLS 8163, AND AT ALL LOT CORNERS
- ◇ SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER
- () RECORD DATA PER FOXWOOD EST. UNIT NO. 5, REC. IN VOL. 41 OF MAPS, AT PAGE 34, T.C.R., OR CALCULATED THEREFROM
- () RECORD DATA PER THE LAKES PHASE V (AMEND.), REC. IN VOL. 34 OF MAPS AT PAGE 54, T.C.R., OR CALCULATED THEREFROM
- ← RECORD DATA PER PARCEL MAP NO. 4869, REC. IN BOOK 49 OF PARCEL MAPS, AT PAGE 74, T.C.R., OR CALCULATED THEREFROM
- (R),R- RADIAL BEARING OR RADIAL NUMBER
- LINE INDICATES SUBDIVISION BOUNDARY
- C- CURVE NUMBER

BASIS OF BEARINGS

THE SOUTH LINE OF THE SW 1/4 OF SECTION 22-18/24 PER PARCEL MAP NO. 4869, PER MAP REC. IN BK. 49 OF PARCEL MAPS AT PG 74, T.C.R. TAKEN AS:
S89°39'57"E



PREPARED BY:



324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 2 OF 4

0-2-26

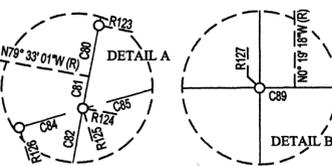
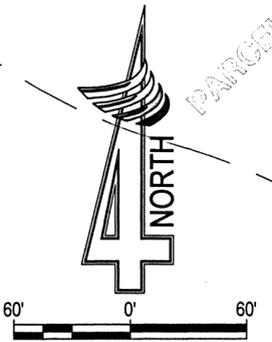
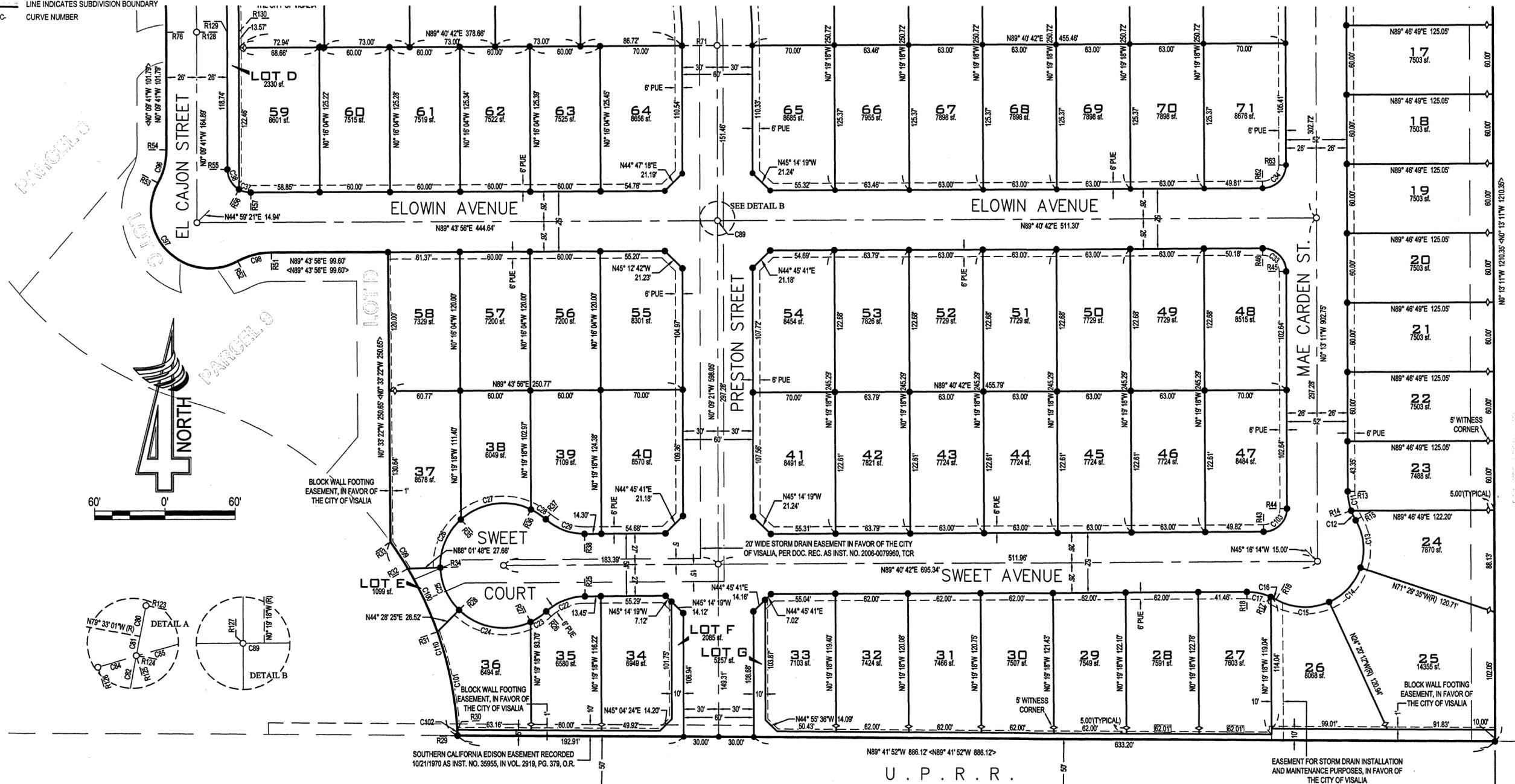
DI MELLO TOSCANA

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BASIS OF BEARINGS

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S89°39'57"E



THE LAKES PH. IV

PREPARED BY:



4CREEKS

324 S. SANTA FE ST., STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 3 OF 4

6-7-20

DI MELLO TOSCANA

BASIS OF BEARINGS

THE SOUTH LINE OF THE SW 1/4 OF SECTION 22-18/24 PER PARCEL MAP NO. 4869, PER MAP REC. IN BK. 49 OF PARCEL MAPS AT PG 74, T.C.R. TAKEN AS:

S89°39'57"E

Line #	Direction
R1	N89° 49' 07"E
R2	S82° 58' 04"E
R3	S37° 34' 40"W
R4	S8° 00' 14"E
R5	S2° 16' 41"E
R6	S0° 19' 18"E
R7	N0° 19' 18"W
R8	S30° 19' 40"E
R9	S18° 15' 00"E
R10	S80° 45' 27"E
R11	N60° 12' 49"W
R12	N89° 46' 49"E
R13	S89° 46' 49"W
R14	N70° 19' 25"E
R15	N59° 47' 44"E
R16	S29° 39' 47"W
R17	N23° 56' 07"E
R18	S0° 19' 18"E
R25	S0° 19' 18"E
R26	N42° 46' 18"W
R27	N25° 29' 56"W
R28	S44° 28' 25"W
R29	S87° 25' 58"W
R30	N86° 31' 12"E
R31	S70° 43' 58"W
R32	N59° 44' 48"E
R33	S54° 43' 23"W
R34	N88° 01' 48"E
R35	N42° 23' 04"W
R36	S25° 51' 24"W
R37	N42° 07' 43"E
R38	S0° 19' 18"E
R43	N0° 19' 18"W
R44	N89° 46' 49"E
R45	N89° 46' 49"E
R46	S0° 19' 18"E
R51	S0° 16' 04"E
R52	N28° 56' 06"W
R53	N61° 34' 34"W
R54	N89° 50' 19"E

Line #	Direction
R55	N89° 50' 19"E
R56	S29° 57' 19"W
R57	S0° 16' 04"E
R62	N0° 19' 18"W
R63	N89° 46' 49"E
R64	N89° 46' 49"E
R65	S0° 19' 18"E
R67	S78° 09' 41"W
R68	N77° 48' 13"E
R69	S78° 54' 32"W
R71	N89° 50' 39"E
R72	S0° 19' 18"E
R73	N38° 26' 59"W
R74	S80° 48' 13"W
R75	N82° 17' 29"E
R76	N89° 51' 24"W
R77	N67° 01' 03"E
R78	S15° 01' 28"W
R79	S75° 46' 16"W
R80	N74° 17' 00"E
R81	N0° 19' 18"W
R82	S77° 28' 05"W
R83	S68° 05' 13"W
R84	N77° 02' 54"E
R85	S78° 49' 26"W
R86	S42° 03' 36"E
R87	N0° 19' 18"W
R88	S82° 29' 05"W
R89	S0° 19' 18"E
R90	N25° 46' 20"E
R91	S84° 53' 18"W
R92	N86° 39' 50"E
R93	S89° 57' 26"E
R94	N89° 57' 26"W
R95	S0° 02' 38"W
R96	S0° 02' 38"W
R97	S85° 12' 04"E
R98	S89° 48' 27"W
R99	S79° 42' 42"E
R100	N78° 27' 37"W

Line #	Direction
R101	S19° 05' 03"E
R102	N9° 38' 13"W
R103	S8° 03' 25"E
R104	S84° 43' 48"E
R105	N89° 50' 39"E
R106	S0° 19' 18"E
R107	N6° 45' 49"W
R108	N12° 31' 21"W
R109	S82° 09' 46"E
R110	N89° 50' 39"E
R111	S88° 02' 20"W
R113	S88° 12' 48"W
R115	N83° 15' 09"E
R116	S0° 19' 18"E
R117	N89° 46' 49"E
R118	N89° 46' 49"E
R119	S0° 19' 18"E
R120	S89° 49' 16"W
R121	N81° 52' 25"W
R122	N85° 27' 59"W
R123	S78° 48' 29"E
R124	S79° 33' 23"E
R125	N16° 06' 29"W
R126	S16° 47' 16"E
R127	N0° 16' 04"W
R128	N89° 51' 47"W
R129	N89° 52' 09"W
R130	N89° 52' 17"W

Curve #	Length	Radius	Delta	Tangent
C1	20.75'	20.00'	59°27'16"	11.42'
C2	15.91'	20.00'	45°34'53"	8.40'
C3	60.06'	601.00'	5°43'33"	30.05'
C4	20.52'	601.00'	1°57'23"	10.26'
C5	26.19'	50.00'	30°00'22"	13.40'
C6	10.54'	50.00'	12°04'40"	5.29'
C7	54.96'	50.00'	62°58'35"	30.63'
C8	47.57'	50.00'	54°30'58"	25.76'
C9	17.93'	50.00'	20°32'38"	9.06'
C10	26.19'	50.00'	30°00'22"	13.40'
C11	16.98'	50.00'	19°27'24"	8.57'
C12	9.19'	50.00'	10°31'41"	4.61'
C13	42.51'	50.00'	48°42'42"	22.63'
C14	41.15'	50.00'	47°09'23"	21.82'
C15	47.12'	50.00'	53°59'58"	25.48'
C16	5.00'	50.00'	5°43'40"	2.50'
C17	21.17'	50.00'	24°15'24"	10.74'
C22	36.30'	49.00'	42°27'01"	19.03'
C23	16.28'	54.00'	17°16'23"	8.20'
C24	65.95'	54.00'	69°58'21"	37.79'
C25	41.05'	54.00'	43°33'23"	21.57'
C26	46.73'	54.00'	49°35'08"	24.94'
C27	64.32'	54.00'	68°14'28"	36.59'
C28	15.34'	54.00'	16°16'19"	7.72'
C29	36.30'	49.00'	42°27'01"	19.03'
C33	31.45'	20.00'	90°06'06"	20.04'
C34	31.38'	20.00'	89°53'54"	19.96'
C37	10.51'	20.00'	30°06'22"	5.38'
C38	20.94'	20.00'	60°00'00"	11.55'
C39	89.21'	652.00'	7°50'22"	44.67'
C40	107.74'	662.00'	9°19'31"	53.99'
C41	20.69'	20.00'	59°15'32"	11.38'
C42	13.31'	20.00'	38°07'41"	6.91'
C44	98.77'	470.00'	12°02'26"	49.57'
C45	108.07'	530.00'	11°40'58"	54.22'
C47	31.45'	20.00'	90°06'06"	20.04'
C48	31.38'	20.00'	89°53'54"	19.96'
C50	14.81'	470.00'	1°48'19"	7.40'
C51	15.09'	530.00'	1°37'51"	7.54'
C53	5.36'	20.00'	15°20'46"	2.69'

Curve #	Length	Radius	Delta	Tangent
C54	20.69'	20.00'	59°15'32"	11.38'
C55	82.68'	652.00'	7°15'57"	41.40'
C56	101.14'	662.00'	8°45'13"	50.67'
C57	10.53'	584.00'	1°04'11"	5.26'
C58	100.49'	574.00'	10°01'51"	50.37'
C59	105.69'	564.00'	10°44'12"	53.00'
C60	21.26'	20.00'	60°53'30"	11.76'
C61	14.57'	20.00'	41°44'18"	7.62'
C62	50.76'	376.00'	7°44'08"	25.42'
C64	64.39'	680.00'	5°25'33"	32.22'
C65	86.49'	620.00'	7°59'34"	43.32'
C67	55.18'	549.00'	5°45'32"	27.61'
C68	61.73'	549.00'	6°26'31"	30.90'
C69	31.45'	20.00'	90°06'06"	20.04'
C70	21.16'	20.00'	60°37'40"	11.69'
C71	3.30'	20.00'	9°26'50"	1.65'
C72	97.58'	798.00'	7°00'22"	48.85'
C73	77.41'	808.00'	5°29'22"	38.74'
C74	49.61'	30.00'	94°45'16"	32.60'
C75	47.12'	30.00'	90°00'04"	30.00'
C76	33.85'	574.00'	3°22'44"	16.93'
C77	50.74'	564.00'	5°09'15"	25.39'
C78	21.26'	20.00'	60°53'30"	11.76'
C79	9.11'	20.00'	26°05'37"	4.63'
C80	8.80'	650.00'	0°46'32"	4.40'
C81	0.07'	650.00'	0°00'22"	0.03'
C82	120.25'	650.00'	10°35'58"	60.30'
C83	100.59'	350.00'	16°27'59"	50.64'
C84	6.82'	575.00'	0°40'47"	3.41'
C85	158.43'	575.00'	15°47'12"	79.72'
C86	57.52'	500.00'	6°35'30"	28.79'
C87	47.55'	500.00'	5°26'56"	23.79'
C88	105.07'	500.00'	12°02'26"	52.73'
C89	0.33'	350.00'	0°03'14"	0.16'
C90	138.42'	626.00'	12°40'08"	69.49'
C91	114.18'	626.00'	10°27'02"	57.25'
C92	161.97'	600.00'	15°28'02"	81.48'
C93	79.15'	600.00'	7°33'29"	39.63'
C94	251.57'	626.00'	23°01'31"	127.50'
C95	242.17'	600.00'	23°07'33"	122.78'

Curve #	Length	Radius	Delta	Tangent
C96	29.93'	60.00'	28°35'08"	15.29'
C97	128.59'	50.00'	147°21'32"	170.76'
C98	30.02'	60.00'	28°40'02"	15.33'
C99	27.56'	314.35'	5°01'28"	13.79'
C100	60.27'	314.35'	10°59'09"	30.23'
C101	86.62'	314.35'	15°47'14"	43.58'
C102	5.01'	314.35'	0°54'46"	2.50'
C103	31.38'	20.00'	89°53'54"	19.96'
C105	10.22'	530.00'	1°06'19"	5.11'
C106	112.30'	892.00'	7°12'49"	56.23'
C107	130.75'	902.00'	8°18'19"	65.49'
C108	169.39'	850.00'	11°25'04"	84.98'
C109	52.68'	324.00'	9°18'55"	26.40'
C110	179.46'	314.35'	32°42'36"	92.25'

PREPARED BY:



324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 4 OF 4

6-7-16



CITY OF VISALIA Disclosure Development Project

**INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN
CONTINUANCE OR DELAY OF YOUR PROJECT.**

SITE:

Address or APN(s): 6415 W. Kloe Ave & 6359, 6347 & 6353 W. Elwin Ave.
Short Title or Name of proposed project: Visalia RV Storage & (3) Residential/Lots
Summary description of the proposed project: Covered & Open RV Storage & (3)
Vacant Residential/Lots w/ sewer/water & SCE Etc & Gas

PROPERTY OWNER(S):

If more than two owners, please provide information and signature(s) on a separate sheet.

Name (print) TC Property Management LLC Name (print) N/A
Mailing Address P.O. Box 38 Mailing Address _____
Levis, CA 95617
Phone (530) 666-5799 Phone _____

Statement: I/We declare under penalty of perjury that I am/we are the legal owner(s) of the property involved in this application. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

11/17/23
Date

[Signature]
Property Owner Signature
 T.C. CALDWELL President, TCC
Print Name & Title Property, Inc., General
Partner, TC Property Management
LLC
Property Owner Signature _____
Print Name & Title _____

OTHER INVOLVED PARTIES:

Fill in all that apply.

It is planned that the property will be sold to None
(Write "none" if property owner(s) do not plan to sell property.)

Developer/Builder _____
Mailing Address _____
Phone _____ Fax _____

NAMES OF PRINCIPALS, PARTNERS, AND OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

TCC Properties, Inc. 100% stock held by Theodore C. Caldwell

TC Property Management, Ltd, General Partner is TCC Properties, Inc 5%

My Limited Partners are:

Theodore C. Caldwell 75%

Angie Hertzberg, daughter 10%

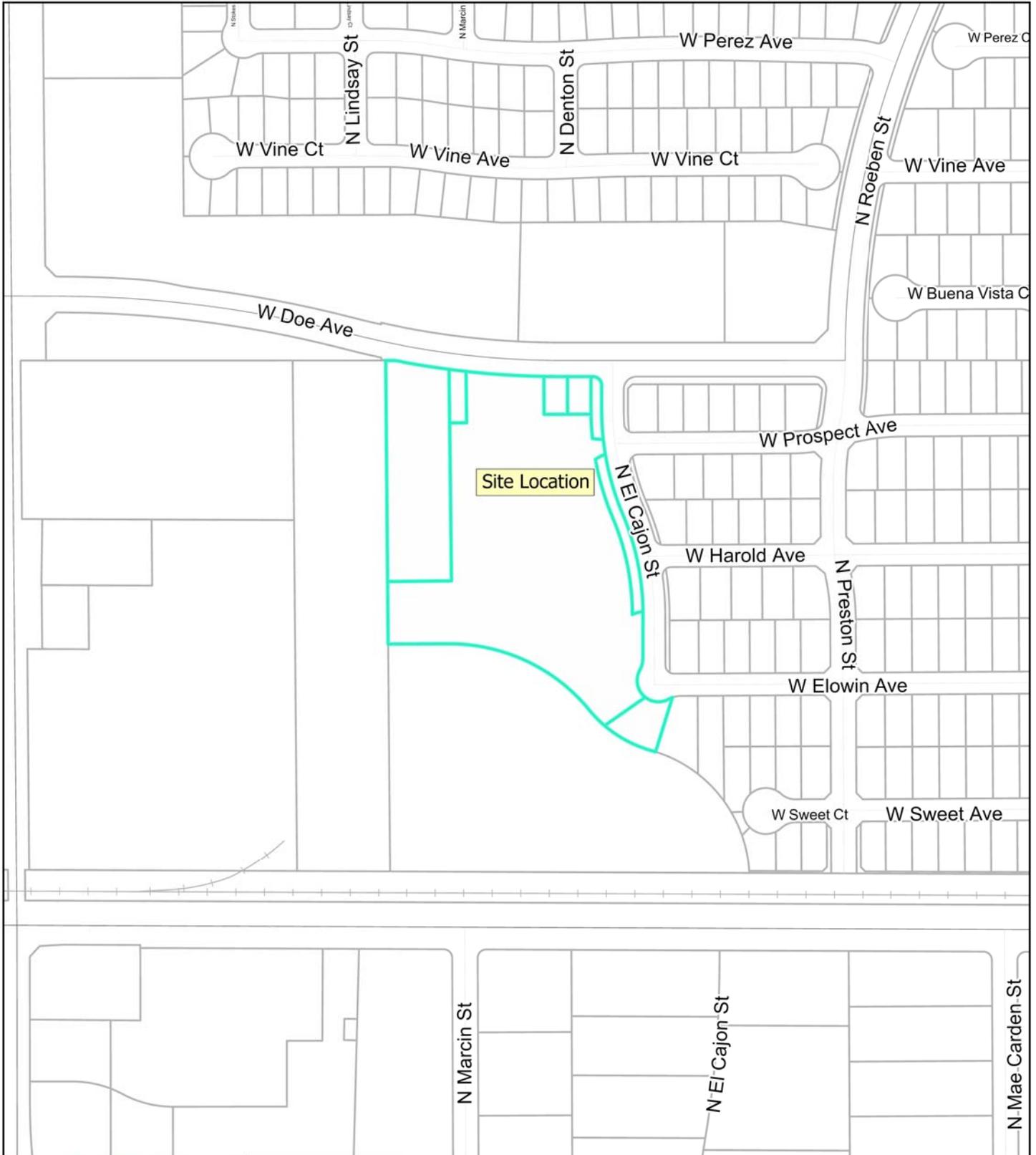
Shannon DAVIS, daughter 10%

total

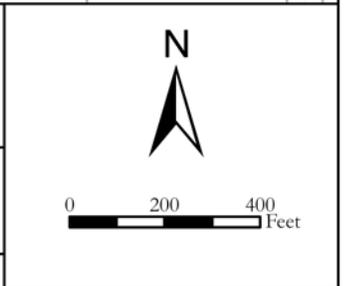
= 95%
100%

[Signature]
11/17/23

NOTICE: If the above information regarding ownership and interest in this property changes before the project goes before City Council or Planning Commission, it is the responsibility of such parties to notify the City of Visalia of this change(s).



<p>California</p> <p>Visalia</p>	<h1>Location Map</h1>
<p>City of Visalia, Fresno County Dept. PWP, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS, Esri, CGIAR, USGS</p>	<h1>2024</h1>
<p>Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere</p>	

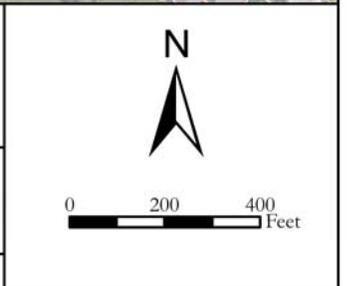




Site Location



<h1>Aerial Map</h1>	
2024	City of Visalia, Fresno County Dept. PWP, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS, Esri, CGIAR, USGS
Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere	





Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0128

Agenda Date: 5/6/2024

Agenda #: 5.

Agenda Item Wording:

Asset Works Fleet Focus Software - Authorize the City Manager to amend the current 5-year contract with Asset Works for the annual maintenance and support of fleet software for a 5-year total contract of \$133,162.

Deadline for Action: 5/6/2024

Submitting Department: Public Works

Contact Name and Phone Number: Danny Galindo, Public Works Manager, danny.galindo@visalia.city, 713-4186 Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, 713-4052

Department Recommendation:

Staff recommends that Council authorize the City Manager to amend the current 5-year contract with Asset Works, LLC for the annual maintenance and support of fleet software for a 5-year total contract of \$133,162.

Background Discussion:

In 2000, the Fleet Division began using Fleet Focus maintenance software owned by AssetWorks LLC. This software is used to maintain the records of all the City of Visalia owned vehicles and equipment that the Fleet Maintenance Division maintains. The software is used to document all services performed and the cost associated with those services. Those costs are then charged to each department's allocation for those services.

On December 18, 2023, the City Council approved a sole-source contract with AssetWorks LLC, in the amount of \$124,045 for annual maintenance and support of the current Fleet Focus software. This included the existing 630 vehicles and equipment licenses. With the growing fleet of City-wide vehicles, additional licenses are required for the ability to add new vehicles, provide flexibility and better facilitate the transition of existing to new vehicles. Because of the economy of scale benefits of adding licenses, the vendor proposed amending the current contract with the updated pricing structure. Therefore, the amended contract will accommodate and support 730 vehicle/equipment licenses, credit the city for the payment made against the first-year amount, and add a one-time purchase for the additional 100 licenses. Additionally, the maintenance fee for the added licenses for the first year has been pro-rated for the remaining term.

Fiscal Impact:

The original contract was awarded in the amount of \$124,045. This amendment will increase the contract total by \$9,117 over the life of the contract, bringing the total 5-year contract amount to \$133,162.

In year one, there is a one-time purchase of an additional 100 licenses in the amount of \$5,139 as well as the annual maintenance cost associated with those added licenses at a prorated cost of \$1,020. The total additional costs for these two items in the first year is \$6,159.

Year 1 (11/1/2023 - 10/31/2024)	
License Up to 630 Units	\$ 20,666
Additional Licenses (370 Units)	\$ 5,139
- Added 370 LIC, year 1 maint	\$ 1,020
Year 1 (2023-24) Subtotal	\$ 26,825
Year 2 (11/1/2024 - 10/31/2025)	
License Up to 1,000 Units	\$ 23,421
Year 2 (2024-25) Subtotal	\$ 23,421
Year 3 (11/1/2025 - 10/31/2026)	
License Up to 1,000 Units	\$ 25,294
Year 3 (2025-26) Subtotal	\$ 25,294
Year 4 (11/1/2026 - 10/31/2027)	
License Up to 1,000 Units	\$ 27,571
Year 4 (2026-27) Subtotal	\$ 27,571
Year 5 (11/1/2027 - 10/31/2028)	
License Up to 1,000 Units	\$ 30,052
Year 5 (2027-28) Subtotal	\$ 30,052
5-Year Contract Total	\$ 133,163
Credit - Year 1 Payment Received	\$ (21,431)
Year 1 (2023-24) Total Due	\$ 5,394

Prior to this amendment, a payment was already made against the current contract in the amount of \$21,431, which has been credited toward the amended year one total cost, leaving a balance due now of \$5,394.

Funding for this service is budgeted within the Fleet Maintenance Division (5012). In subsequent years, no additional appropriation is needed as the budget has been recommended with the increased costs for the future.

Prior Council Action: Current contract was approved by Council on December 18, 2023.

Other: N/A

Alternatives: To not authorize the City Manager to amend the current 5-year contract with Asset Works, LLC. This is not recommended due to the City fleet growth and lack of space in the current fleet software.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to amend the current 5-year contract with Asset Works, LLC for the annual maintenance and support of fleet software for a 5-year total contract of \$133,162.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Asset Works Maintenance Agreement - Amended

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
 Tel (484) 588-5515 Fax (610) 971-9447

Number 1252 FA MNT23

TO: City of Visalia
FROM: AssetWorks Inc.
DATE: February 12, 2024
RE: FleetFocus FA Maintenance and Support Renewal

Prices valid through October 31, 2029

Year 1 Annual Software Maintenance and Support for period 11/1/2023 - 10/31/2024

FleetFocus FA license for up to 630 active equipment units Including Bar Code, Call Center, Equipment Planning, Labor Capture, Production Planning, Query, Replacement Modeling, Service Level Agreements, Shop Scheduling, and API subscription - all existing APIs excluding Telematics Cloud	\$ 20,665.77
<i>Includes product updates and enhancements, unlimited email and telephone support for 12 months</i>	
Subtotal, Current Maintenance, not including tax and options	\$ 20,665.77
100 Additional FleetFocus FA licenses	\$ 5,138.54
Added 100 LIC, year 1 maintenance	\$ 1,020.00
Year 1 2023-2024 Subtotal	\$ 26,824.31

Year 2 Annual Software Maintenance and Support for period 11/1/2024 - 10/31/2025

FleetFocus FA license for up to 730 active equipment units <i>Same configuration as above</i>	\$ 23,420.63
Year 2 2024-2025 Subtotal	\$ 23,420.63

Year 3 Annual Software Maintenance and Support for period 11/1/2025 - 10/31/2026

FleetFocus FA license for up to 730 active equipment units <i>Same configuration as above</i>	\$ 25,294.28
Year 3 2025-2026 Subtotal	\$ 25,294.28

Year 4 Annual Software Maintenance and Support for period 11/1/2026 - 10/31/2027

FleetFocus FA license for up to 730 active equipment units <i>Same configuration as above</i>	\$ 27,570.77
Year 4 2026-2027 Subtotal	\$ 27,570.77

Year 5 Annual Software Maintenance and Support for period 11/1/2027 - 10/31/2028

FleetFocus FA license for up to 730 active equipment units <i>Same configuration as above</i>	\$ 30,052.14
Year 5 2027-2028 Subtotal	\$ 30,052.14



MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 1252 FA MNT23

TO: City of Visalia
FROM: AssetWorks Inc.
DATE: February 9, 2024
RE: FleetFocus FA Maintenance and Support Renewal

Prices valid through October 31, 2029

For Visa, MasterCard, and American Express payments, add 4%:

Sales Tax: 0.0000% \$ -

All software updates are electronically delivered

5 YEAR BUDGETARY TOTAL \$ 133,162.13

Credit for Payment Received \$ (21,431.17)

Year 1 2023-2024 Total Due \$ 5,393.14

REMIT TO:

CHECKS

AssetWorks
PO Box 202525
Dallas TX 75320-2525

EFT, ACH, OR DIRECT DEPOSIT

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253
ABA # 122105278
Account # 5076434348

US Tax ID # 46-0521049

Canada GST/HST # 834113896 RT0001

AssetWorks Inc. is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Alexis.Scheifley@AssetWorks.com or by fax to (610) 971-9447. Do not mail POs to our remittance address.

Terms

Unless there is a signed agreement between the parties, this maintenance renewal is subject to the terms and conditions of the AssetWorks Master Service Agreement found at http://www.assetworks.com/TC-Fleet/. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks Inc. and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, AssetWorks is the sole source for software, maintenance and services of its products.

I, the undersigned, accept this maintenance renewal as described above.

Name: Title:

Signature: Date:

[] PO REQUIRED: #

[] NO PO REQUIRED

[] NO SEPARATE INVOICE NEEDED

[] Please MAIL invoice to:

[] Please E-MAIL invoice to:

If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. Page 2 of 2



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0136

Agenda Date: 5/6/2024

Agenda #: 6.

Agenda Item Wording:

Residential Solid Waste Container Purchase Contract - Authorization for the City Manager to award a 5-year sole source contract to Toter, LLC in the amount not to exceed \$1,550,000 to purchase solid waste containers.

Deadline for Action: 5/6/2024

Submitting Department: Public Works

Contact Name and Phone Number: Jason Serpa, Public Works Manager, jason.serpa@visalia.city, 713-4533; Nick Bartsch, Public Works Director, nick.bartsch@visalia.city, 713-4052

Department Recommendation:

Staff recommends that Council authorize the City Manager to award a 5-year sole source contract to Toter, LLC in the amount not to exceed \$1,550,000.

Background Discussion:

In March of 2017, Council directed staff to proceed with converting residential solid waste service to a 3-container system. By mid-calendar year 2019, all residential services were switched to the new approved 3-container system, delivering services to all residential customers that included a gray waste, a blue recycling, and a green waste container. This change included a significant initial investment of purchasing approximately 61,000 containers. The original containers were approved to be purchased through a contract with Toter, LLC, therefore standardizing the type of can that the City uses for its residential customers, apart from grandfathered containers that still existed.

Currently, the City has approximately 42,500 residential customers, which equates to 127,500 residential containers that are serviced weekly, not including any additional containers a customer may request. Existing containers are replaced when damaged or when City residential growth occurs. The combined replacement and growth purchase percentage averages 3% per year, resulting in the purchase of approximately 3,825 containers annually.

Sole Source Justification:

Due to most of the City's residential containers being replaced by the new Toter units, it is recommended that Council approve sole sourcing the contract for future container purchases to Toter, LLC. This will continue to keep container inventory uniform and will not require any adjustments for the operating arms of the solid waste trucks to conform to other container dimensions, thus minimizing maintenance costs. Keeping the container inventory uniform also aids in the complete replacement of Toter units in the field, as older non-Toter cans expire and are replaced by the Toter product.

Toter, LLC is also a Sourcewell vendor, which allows Cities to piggyback on the Sourcewell cooperative purchasing contract. Toter is offering their discounted contract price to the City with this

sole source request.

Fiscal Impact:

The draft residential container capital improvement budget for FY24/25 and FY25/26 is \$300,000 and \$305,000, respectively. Including the planning budget years of FY26/27 and beyond, the total recommended 5-year not to exceed contract amount would be as follows:

Figure 1 - CIP Budget

Draft CIP Budget	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Total Contract
Solid Waste Fund (441)	\$300,000	\$305,000	\$310,000	\$315,000	\$320,000	\$1,550,000

In retrospect, the 5-year history of total budget versus container purchases and replacements was:

Figure 2 - Historical Expenditures

Historical Expense	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24 Projected	Totals
Residential Cart Expense (EQ0012)	\$147,341	\$283,039	\$133,648	\$110,993	\$322,528	\$997,549
Residential Cart Budget (EQ0012)	\$440,000	\$283,039	\$566,961	\$129,696	\$350,000	\$1,769,696

As stated briefly above, the Solid Waste Department only purchases new residential containers when inventory levels in the corporation yard get to a low level to ensure that containers are always on hand for replacement and new home construction. This means that purchases can fluctuate, and are usually less than budgeted, especially when container breakage is less than normal. Even though the growth of the City and the need for breakage replacements can be difficult to estimate, a 2% replacement and 1% growth figure has been used in the past, resulting in a 3% total, relative to the estimated 127,500 total cans in service. This puts the annual purchase need at approximately 3,825 containers, resulting in the total estimated dollar amount needed (and annual growth) at \$270,236, shown below:

Figure 3 - Estimated Needs

Estimated Need	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29
Number of estimated containers in City	127,500	128,775	130,063	131,363	132,677
<i>Total Containers needed</i>	<i>3,825</i>	<i>3,863</i>	<i>3,902</i>	<i>3,941</i>	<i>3,980</i>
Price per container*	\$70.65	\$71.36	\$72.07	\$72.79	\$73.52
Total estimated need	\$270,236	\$275,668	\$281,209	\$286,861	\$292,627

*Price per container includes sales tax and freight cost. See quote attached for the cost of one truckload of cans with freight cost. One load of containers = 742.

The total annual need estimated above is well within the draft CIP budget amounts in Figure 1.

Prior Council Action: 8/6/2018 - Authorization to award a contract to Toter, LLC for the purchase of residential cans.

Other: N/A

Alternatives: To not authorize the City Manager to award the contract to Toter, LLC for the purchase of residential containers and direct staff to issue an RFB. This option is not recommended due to the uniformity of the City's containers and possible increased costs in maintenance of solid waste trucks and container variants.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to award a 5-year sole source contract to Toter, LLC in the amount not to exceed \$1,550,000 for the purchase of residential solid waste containers.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Toter - Sourcewell Quote



1661 Frontera Rd, Del Rio, TX, 78840
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10308590

Sourcewell

Awarded Contract

Contract # 041521-TOT

Sell To:

Contact Name	Jason Serpa	Ship To Name	City of Visalia
Bill To Name	City of Visalia	Ship To	309 N Cain St
Bill To	309 N Cain St		Visalia, CA 93292-6609
	Visalia, CA 93292-6609		USA
	USA	Quick Ship	<input type="checkbox"/>
Email	jason.serpa@visalia.city		
Phone	(559) 713-4296		
Mobile	(559) 799-2287		

Quote Information

Salesperson	Michael Lynn	Created Date	4/10/2024
Salesperson Email	mlynn@wastequip.com	Expiration Date	4/25/2024
Salesperson Phone	(916) 203-9640	Quote Number	WQ-10308590
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 80595	Model 80595 - 95 Gallon Toter Universal	57.65 Cart 00.50 BHS 00.50 REFLECTIVE HS 00.25 LHS 00.25 LHS 00.75 Rfid *any standard color in reference to 3 Visalia lid colors - all same price	---Body Color - (209) Blackstone ---Lid Color - Any Standard Color ---Body Hot Stamp on Both Sides (Existing) in Other ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---No Stopbar ---Lid Insert - Read from Street (Existing) ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	742.00	\$59.90	\$44,445.80

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$44,445.80
Shipping Terms	FOB Origin	Shipping	\$4,200.44
		Tax	\$3,777.89
		Grand Total	\$52,424.13

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith



estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information

Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#041521, eff. 5/25/2021), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0150

Agenda Date: 5/6/2024

Agenda #: 7.

Agenda Item Wording:

2024 Election Consolidation Authorization - Adoption of resolutions relating to the regular municipal election to be held on Tuesday, November 5, 2024. Resolutions request and consent to the consolidation of elections and set specifications of the election order; and request the Tulare County Board of Supervisors to permit the County Registrar of Voters to render specified election related services to the City of Visalia. (Resolution 2024-13 and Resolution 2024-14 required)

Deadline for Action: 6/1/2024

Submitting Department: Administration

Contact Name and Phone Number: Michelle Nicholson, Chief Deputy City Clerk, 713-4512; Leslie Caviglia, City Manager, 713-4332

Department Recommendation:

It is recommended that the Visalia City Council adopt Resolutions 2024-13 and 2024-14 authorizing the consolidation of the regular municipal election for Visalia City Council Districts 1 and 2 on Tuesday, November 5, 2024 with other elections to be held in and administered by the County of Tulare on that date and request the Tulare County Board of Supervisors to authorize the County Registrar of Voters to conduct the election.

Background Discussion:

For many years, the City of Visalia has consolidated its municipal elections with other elections conducted by the County of Tulare and has asked the County Registrar of Voters to conduct the election on behalf of the City.

On May 18, 2015, the City Council adopted a plan that designates the elections for City Council Members representing Districts 1 and 2 to be held in 2016 and every four years thereafter.

In 2021, Council Member Liz Wynn was appointed to District 1 to serve until the next General Election. State law requires that if a mid-term vacancy is filled by appointment, the appointee serves until the next general election. As such, District 1 was included in the 2022 election to elect a Council Member to complete the term. Council Member Wynn was elected by the voters to serve a short term until the 2024 regular election cycle.

In 2022, Council Member Brett Taylor was appointed in lieu of the ballot process as he was the only qualified candidate at the end of the nomination period.

The Tulare County Office of the Registrar of Voters has done an efficient and effective job for the City of Visalia in previous elections. They have the appropriate equipment and systems in place. They accept the nomination papers, prepare, and mail the ballots, set up and operate polling places, count

the results, and certify the election.

By consolidating with other agencies holding elections on the same day, all agencies are able to share the costs and save money.

The November 2024 elections will be conducted under the direction of Michelle Baldwin, Tulare County Registrar of Voters.

The consolidation of the City's election with other elections conducted in the County of Tulare has resulted in cost savings for Visalia, has simplified the process for voters, and proven to be effective. In recent years, the County of Tulare has implemented automated voting equipment which has increased the timeliness and accuracy of the elections process.

Fiscal Impact:

The County will invoice the City for the direct cost of the election. Since it is unknown how many other agencies will be conducting elections this November, the exact cost is unknown. Based on prior election history the estimated cost for Districts 1 and 2 is \$3.00 to \$3.50 per voter or approximately \$98,540.00

Prior Council Action: n/a

Other: n/a

Alternatives: To direct the City Clerk to conduct an independent election (not recommended)

Recommended Motion (and Alternative Motions if expected):

Approve Resolution 2024-13 requesting and consenting to consolidation of elections and setting specifications of the election order; and approve resolution 2024-14 requesting the Tulare County Board of Supervisors permit the County Registrar of Voters to render specified election related services to the City of Visalia.

Environmental Assessment Status: n/a

CEQA Review: n/a

Attachments: Resolutions 2024-13 and 2024-14

RESOLUTION NO. 2024-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA
REQUESTING AND CONSENTING TO CONSOLIDATION OF ELECTIONS
AND SETTING SPECIFICATIONS OF THE ELECTION ORDER**

WHEREAS, the City Council has ordered a Municipal Election to be held on Tuesday, November 5, 2024 to fill certain municipal offices; and

WHEREAS, other elections may be held in whole or in part of the territory of the City and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10242 provides that the governing body shall determine the hours of opening and closing the polls; and

WHEREAS, Elections Code Section 10002 requires the City to reimburse the County in full for the services performed upon presentation of a bill to the City by the County Elections Official; and

WHEREAS, Elections Code Section 13307(3c) requires that before the nominating period opens the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and

WHEREAS, Elections Code Section 12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City;

NOW, THEREFORE, IT IS HEREBY ORDERED that an election be held in accordance with the following specifications:

SPECIFICATIONS OF THE ELECTION ORDER

1. The Election shall be held on Tuesday, the 5th day of November, 2024. The purpose of the election is to choose successors for the following offices:

Two seats for the Visalia City Council:

Liz Wynn:	District 1 - Term of Office (short-term)	12/2022 – 11/2024
Brett Taylor:	District 2 - Term of Office	12/2020 – 11/2024

2. This City Council hereby requests and consents to the consolidation of this Election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code 10400.

3. The City hereby designates the hours the polls are to be kept open shall be from 7:00 a.m. to 8:00 p.m.
4. The City will reimburse the County for the actual cost incurred in conducting the Election upon receipt of a bill stating the amount due as determined by the Elections Official.
5. The City Council has determined that the candidate will pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.
6. The City requests that the Registrar of Voters publish the Notice of Election in the Visalia Times-Delta which is a newspaper of general circulation that is regularly circulated in the City of Visalia.
7. The City directs that a certified copy of this Resolution be forwarded to the Registrar of Voters and the Board of Supervisors of Tulare County.

PASSED AND ADOPTED: May 6, 2024 Leslie B. Caviglia, City Clerk

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2024-13 passed and adopted by the Council of the City of Visalia at a regular meeting held on May 6, 2024.

Dated: May 7, 2024

Leslie B. Caviglia, City Clerk

By Michelle Nicholson, Chief Deputy City Clerk

RESOLUTION NO. 2024-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA
REQUESTING THE TULARE COUNTY BOARD OF SUPERVISORS
PERMIT THE COUNTY REGISTRAR OF VOTERS TO RENDER
SPECIFIC SERVICES TO THE CITY OF VISALIA**

WHEREAS, pursuant to the Elections Code, the governing body of any City may, by Resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the City relating to the conduct of an election; and

WHEREAS, the City has ordered an election be held with the boundaries for Districts 1 and 2 in the City of Visalia on November 5, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council:

The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to render services to the City of Visalia relating to the conduct of the November 5, 2024 Municipal Election as follows:

- a. Distribute and file nomination papers and candidate statements for City offices.
- b. Make all required publications.
- c. Prepare, print, and mail to the qualified electors of the City of Visalia sample ballots and voter pamphlets.
- d. Provide vote by mail ballots for said Municipal Election for use by the qualified electors who may be entitled to vote by mail ballots in the manner provided by law.
- e. Order consolidation of precincts, appoint precinct boards, designate polling places, and instruct election officers concerning their duties.
- f. Conduct and canvass the returns of the election and certify the votes cast to the City.
- g. Receive and process Vote by Mail voter applications.
- h. Prepare, print, and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
- i. Recount votes, if requested, in accordance with State law.
- j. Conduct the above election duties in accordance with the Voting Right Act of 1975.

- k. Perform all other pertinent services required to perform for said election other than the requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the City Clerk.

The City Clerk is hereby authorized and directed to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

PASSED AND ADOPTED: May 6, 2024

Leslie B. Caviglia, City Clerk

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie B. Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2024-14 passed and adopted by the Council of the City of Visalia at a regular meeting held on May 6, 2024.

Dated: May 7, 2024

Leslie B. Caviglia, City Clerk

By Michelle Nicholson, Chief Deputy City Clerk



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0152

Agenda Date: 5/6/2024

Agenda #: 8.

Agenda Item Wording:

Approval of a single exemption for alcohol consumption at Riverway Sports Park - Authorize City Manager to grant a single use exemption for the issuance of an alcohol permit for alcohol consumption at Riverway Sports Park for a City of Visalia sponsored Independence Spectacular community special event.

Deadline for Action: 5/6/2024

Submitting Department: Community Services

Contact Name and Phone Number: Laurissa Roggenkamp, Recreation Manager 713-4336 and Michelle Speer, Administrative Services Director 713-4053

Department Recommendation:

Staff recommends that City Council authorize the City Manager to grant a one-time permit for alcohol consumption at Riverway Sports Park in conjunction with the City of Visalia led community special event, Independence Spectacular scheduled to be held on July 3rd, 2024.

Background Discussion:

On February 20, 2024 the City Council reviewed and approved a request from staff to appropriate additional funding for the City's Independence Day Celebration. City Council reviewed event options and approved for staff to continue to partner with entities in the community to provide affordable and accessible activities and for the City to host a large Independence Spectacular at Riverway Sports Park.

The approved Independence Spectacular was designed to include a variety of attractions; two drone light shows, live musical performances, food court, and a beer garden. Per Visalia Municipal Code Article 4. Prohibiting Alcoholic Beverages Section 12.32.065 states that it is unlawful for possession and/or consumption of alcoholic beverages within the boundaries of every City of Visalia public park/recreation area. The City Manager, or designee, shall maintain a listing of the park and recreation facilities where possession and consumption of alcoholic beverages may be allowed with a permit of issued pursuant to Article 2 Park Reservation Permits. As Riverway Sports Park has been designated as a non-alcohol park/recreation area, staff are seeking City Councils approval to authorize the City Manager to grant a one-time permit for alcohol consumption in conjunction with the City of Visalia led Independence Spectacular scheduled to for July 3, 2024.

Fiscal Impact:

N/A

Prior Council Action: February 20, 2024, City Council approved to appropriate additional funding for staff to host an Independence Spectacular at Riverway Sports Park, event details included a beer

garden at the event.

Other: N/A

Alternatives: Alcohol consumption is not permitted at the event, resulting in potential loss of sponsorships that are being pursued to offset the costs of the event.

Recommended Motion (and Alternative Motions if expected):

Move to authorize the City Manager to grant a one-time permit for alcohol consumption at Riverway Sports Park for the City of Visalia Independence Spectacular community special event to be held on July 3rd, 2024.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: N/A



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0157

Agenda Date: 5/6/2024

Agenda #: 9.

Agenda Item Wording:

Authorize the City Manager to enter into a contract with Brown Armstrong Accountancy Corporation (Brown Armstrong) for a not to exceed amount of \$356,500 as the City's independent financial auditor.

Deadline for Action: 5/6/2024

Submitting Department: Finance and Technology Services

Contact Name and Phone Number: Kari Williams 559-713-4298

Department Recommendation:

Staff recommends that the City Council authorize the City Manager to enter into a three-year contractual agreement with Brown Armstrong, as the City's independent financial auditors, to perform the annual auditing and accounting services for fiscal years ending June 30, 2024; 2025; and 2026; with an option to renew for two additional years. The annual contract amount for the first 3 years is \$71,300. Staff is requesting a not to exceed amount of \$356,500 to allow for contract increases in the last two years.

Background Discussion:

Periodically the City needs to evaluate its continuing contracts and review the providers of various services. The scope of work for the independent auditors for the City is to provide annual financial auditing and accounting services which include auditing the Annual Comprehensive Financial Report (ACFR) for the City and related Single Audit. Also included in the scope of work is preparing the State Controller's Report, the Management Letter Report to the City Council, the Report on Internal Controls to the City Council and other auditing task such as performing procedures and issuing an opinion on the City's compliance with Proposition 4 appropriation limit requirements (GANN Limitations).

The previous 3-year contract to perform the annual auditing and accounting services for the City expired with the completion of the auditing of fiscal year ending June 30, 2023 and the contract was not extended. Staff prepared and issued a Request for Proposals (RFP) for annual auditing and accounting services in March of 2024.

Proposals were solicited by advertising in the Visalia Times Delta, posting the RFP on Bid-Net, and mailing proposal notices to CPA firms. The RFP closed on April 16, 2024. The City received one proposal from Brown Armstrong.

The proposal was evaluated by a committee of three staff members from the Finance Department. As a part of the evaluation process, the committee used the following criteria:

- Merit of Proposal

- Knowledge and Expertise
- Record of Past Performance
- Cost as a Total Maximum Fee

The committed determined that Brown Armstrong met the qualifications and criteria.

Fiscal Impact:

General Fund - Estimated Cost \$356,500

Prior Council Action: March 15, 2021 Council approved the use of The Pun Group to complete the fiscal year 2021, 2022, and 2023 City Audit with an option to renew for two additional years.

Recommended Motion (and Alternative Motions if expected):

Authorize the City Manager to enter into a contract with Brown Armstrong Accountancy Corporation (Brown Armstrong) for a not to exceed amount of \$356,500 as the City's independent financial auditor.

**PROFESSIONAL SERVICES AGREEMENT FOR
ANNUAL FINANCIAL AUDITING SERVICES**

This Agreement, entered into this _____ day of _____, 2024, by and between the City of Visalia, hereinafter referred to as the "CITY", and Brown Armstrong Accountancy Corporation hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in Exhibit "B" - Project Fee.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "B" - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TERM:

The initial contract term shall be for a three (3) year period and shall, at the City's option and with the consent of the CONSULTANT, be extended an additional two (2) year period. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONSULTANT shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

III. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within ten (10) days of Consultant's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

IV. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full, **Two Hundred Thirteen Thousand Nine Hundred Dollars (\$213,900)**. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B".
- B. Payment of Compensation: The CONSULTANT shall be compensated according to the progress payment schedule set forth in Exhibit "B" upon completion of percentage of each noted phase. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

V. AUTHORIZED REPRESENTATIVE

- A. CITY: The Finance Director shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.
- B. CONSULTANT: Lindsey Zimmerman shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

VI. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (45) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (45) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 - 2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
 - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
 - 2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine

restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VII. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VIII. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

IX. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

X. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

XI. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XII. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XIII. INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.
- B. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- C. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.
- D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
- Workers' Compensation insurance as required by California statutes.
 - Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
 - Professional Liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
 - Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- F. Each insurance policy required by this Agreement shall contain the following clause:
- "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA 93291."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

“It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.”

“The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.”

- G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XIV. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XV. MISCELLANEOUS PROVISIONS

- A. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.

- C. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- D. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
 707 W. Acequia Ave.
 Visalia, CA 93291
 Attention: City Clerk

Consultant

- E. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- G. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- I. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- J. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- K. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- L. Firearms Prohibited: Guns may not be carried by contractors /vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- M. Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this

agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

CONSULTANT

City Manager

Approved as to Form

City Attorney

Risk Manager

Project Manager

Attachments:

Exhibit "A": Scope of Work

Exhibit "B": Project Fees and Professional Fee Schedule

B. Proposed Project Approach

The audits will be performed in accordance with generally accepted auditing standards as published by the American Institute of Certified Public Accountants and by the Comptroller General of the United States; provisions of the Single Audit Act as amended in 1996; and the provisions of the U.S. Office of Management and Budget (OMB), the Uniform Guidance, and applicable OMB Compliance Supplements. We will express opinions on the financial statements that will enable the City to meet the requirements of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, we will promptly notify the City's Finance Director. We will not perform extended services unless mutually agreed upon by both parties.

In accordance with *Government Auditing Standards*, we will perform a compliance audit by selecting necessary procedures for testing to express an opinion regarding compliance with the provisions of any and all Federal, State, and City Statutes, Ordinances Administrative Code and rules and regulations.

Assistance Needed from the City

We anticipate the following schedules will need to be prepared by the City to assist in the conduct of fieldwork:

1. Confirmations, including:
 - o Bank accounts
 - o Investment pool accounts
 - o New Bond and other debts
 - o Attorney letters
 - o Others, as required
2. Budget
3. Trial Balance
4. Detail cash receipts/disbursements for the fiscal year
5. Bank statements and reconciliations for all cash accounts
6. Investment statements
7. Aging report for receivables
8. Prepaid schedule
9. Entries and note disclosures for leases and subscription based IT arrangements
10. Notes receivable rollforward schedule
11. Capital assets rollforward and detail schedules
12. Pension and OPEB actuary reports and schedules
13. Listing or schedules of accounts payables/accrued payroll and benefits
14. Subsequent cash receipts/disbursements after the fiscal year
15. Long term debt schedules
16. Water, Sewer, and Local Transportation rate schedules
17. Interfund advances, transfers, and due to/from schedules
18. Schedule of Expenditures of Federal Awards
19. GANN Limit schedules and work sheets

TECHNICAL PROPOSAL

City of Visalia

Preliminary Schedule

The following is a detailed audit schedule which includes a breakdown of each phase of the audit, staff levels, and hours projected for each phase. Our plan would be to obtain the trial balance one week prior to fieldwork.

Timing	Phase	Staff	Hours
April/May	Planning and Administration	Partner	5
	<ul style="list-style-type: none"> Obtain and review copies of key work papers of prior audit firm. 	Manager	8
	<ul style="list-style-type: none"> Pre-audit conference. 	Senior	14
	<ul style="list-style-type: none"> Review and evaluate the City's accounting and financial reporting. 	Staff	45
	<ul style="list-style-type: none"> Entrance conference with Management to discuss audit approach, timing, assistance, and issues. Discuss SAS-99 approach. 	Clerical	<u>12</u>
	<ul style="list-style-type: none"> Prepare overall memo confirming audit procedures, timing, and assistance. 		<u>84</u>
	<ul style="list-style-type: none"> Prepare detailed audit work plan and audit programs, audit budget and staffing schedule. 		
	<ul style="list-style-type: none"> Obtain a preliminary Schedule of Expenditures of Federal Awards, if applicable for the latest closed month. 		
	<ul style="list-style-type: none"> Develop audit programs 		
	<ul style="list-style-type: none"> Establish critical dates list and provide to management 		
	<ul style="list-style-type: none"> Provide information request to the City 		
<ul style="list-style-type: none"> Entrance conference 			
May/June	Internal Control Evaluation and Audit Risk Assessment, Establishment of Audit Plan, Federal Compliance Testing, and Interim Field Work	Partner	8
	<ul style="list-style-type: none"> Document key accounting and compliance processes with management and/or City personnel 	Manager	20
	<ul style="list-style-type: none"> Obtain support for testing of controls. We will provide sample selections at least one week prior 	Senior	45
	<ul style="list-style-type: none"> Understand, evaluate, and perform testing of Information Technology and Electronic Data Processing Systems and the related controls. 	Staff	80
	<ul style="list-style-type: none"> Perform GANN Limit Calculation and prepare preliminary report. 	Clerical	<u>0</u>
	<ul style="list-style-type: none"> Perform audit tests of grant programs and Compliance with Federal Laws and Regulations. Review grant documents; select sufficient number of transactions to test for compliance with the most recent Compliance Supplement. 		<u>153</u>
	<ul style="list-style-type: none"> Review minutes of Council meetings and other key committees. 		
	<ul style="list-style-type: none"> Coordinate and assist City staff in the preparation of all appropriate confirmation requests. 		
	<ul style="list-style-type: none"> Obtain trial balance for interim analytical procedures. 		
	<ul style="list-style-type: none"> Detailed audit plan provided to the City, including all schedules to be prepared by the City. 		
	<ul style="list-style-type: none"> Prepare and send out, with the City's help, confirmations for all cash, debt, certain revenue items such as taxes, and legal. 		
<ul style="list-style-type: none"> Evaluate internal control testing results and findings, if any 			
<ul style="list-style-type: none"> Obtain confirmations from the City for mailing or emailing 			
<ul style="list-style-type: none"> Fraud risk assessment and fraud interviews 			
<ul style="list-style-type: none"> Evaluate key estimates and contingencies 			
<ul style="list-style-type: none"> Provide detailed audit plan to the City, including schedules to be prepared by the City. 			
<ul style="list-style-type: none"> Hold progress conference with Management. 			

TECHNICAL PROPOSAL

City of Visalia

Timing	Phase	Staff	Hours
October/November	Final Field Work <ul style="list-style-type: none"> Entrance conference with Management. Follow-up on all outstanding confirmations. Verify and validate account balances by reviewing invoices, vouchers, resolutions, minutes and other documentation, as required. Perform analytical review of revenues and expenditures. Determine reason for all material differences between budget and actual, test and verify City attestations. Test cash and investment and bank reconciliations for the City and restricted cash with fiscal agents. Complete payroll testing from journals to 941's amounts (cross fiscal year). Tie 941's to other available information. Perform a search for unrecorded liabilities by reviewing disbursements subsequent to June 30, testing terms of contractual obligations, and interviewing staff. Review of all minutes of City Council and other key committees. Sample and test material capital asset additions and deletions for the year. Tie out all confirmed debt principal and interest payments to debt schedules. Perform testing and recalculating over the Net Pension Liability and OPEB Liability and related deferred outflows and inflows. Verify the proper classifications of the net position and fund balances. Complete single audit procedures through compliance and control testing in accordance with the Uniform Guidance. Review all audit documentation to ensure we have performed adequate testing to cover our audit opinion. Finalize all potential findings, management letter comments and audit documentation and hold Exit Conference with Management. 	Partner Manager Senior Staff Clerical	8 20 45 140 5 <u>218</u>
	Completion of the Audit and Financial Reporting <ul style="list-style-type: none"> Obtain City's draft ACFR and tie financial statement balances to audit working papers. Send review comments over draft ACFR to City staff for changes Review of the City's ACFR for conformance with the GFOA financial reporting award program. Finalize all reports, findings, and recommendations by December 15th. Available to present all reports to City Council Members and Committees, Management, and all interested stakeholders and Citizens. 	Partner Manager Senior Staff Clerical	14 14 12 46 16 <u>102</u>
		Total Hours	557

We will begin with scheduling an entrance conference with City Management as soon as possible after award issuance. During this time, we will begin the following procedures:

Planning

During this phase of the audit, we will:

- Confer with management to coordinate our efforts with the City's efforts in terms of confirmations, schedules to be prepared, and critical dates to be met to ensure a smooth flow of the audit process;
- Prepare a preliminary assessment of the City's internal control structure utilizing the City's manuals and programs, including controls over federal and state financial assistance programs;
- Perform review of the Electronic Data Processing (EDP) controls relating to the City's computer system;

TECHNICAL PROPOSAL

City of Visalia

- Perform planning analytical procedures consisting of: (1) Comparative analytics (current balances versus budget and prior year); and (2) Predictive analysis (revenues and expenditures/expenses susceptible to such testing based on our expectations);
- Confer with management regarding the results of our planning;
- Submit questionnaires and requests for information to management regarding internal control. Our approach will emphasize transaction processing; investments, cash receipts, cash disbursements, payroll, capital assets, and external reporting;
- Obtain an understanding of general ledger and related reports available for audit; and
- Obtain basic information from management relating to risk assessment, including fraud risks.

Internal Control Evaluation and Audit Risk Assessment

During this phase we will obtain an understanding of and evaluate key components of the City's internal control structure. We will also assess risk factors, including fraud risk relating to significant audit areas and transaction cycles. Procedures will consist of:

- Reviewing questionnaires and documents obtained from management regarding the internal control structure.
- Performing walk-throughs and tests of compliance with policies and procedures.
- Identifying risk factors, including fraud risk, relating to significant audit areas and transaction cycles.
- Interviewing key management personnel to verify or resolve complicated issues.
- Summarizing potential significant deficiencies and opportunities for efficiencies and improvements for discussion with management.

Establishment of Final Audit Plan

Our audit plan will be based on the following:

- Results of our compliance and control testing;
- Analytical procedures applied to interim financial statements of the City;
- Results of our risk assessment;
- Results of audit brainstorming and team discussions; and
- Discussions with management.

Final Field Work

We expect to begin the final stages of the work in October (subject to the City's approval).

During this phase, we will perform both analytical and substantive procedures such as variance analysis between prior year actual balances vs. current year actual balances and between current year actual balances vs. budget balances, predictive testing, confirming account balances, vouching revenues and expenditures and reviewing estimates for unpaid claims.

At the end of our field work, we will discuss any proposed adjustments with management, and we will request a representation letter from management regarding the audit.

Completion of the Audit and Deliverables

At the completion of all of the above procedures, we will review the financial statements for GAAP compliance at our manager and partner level. We will then issue drafts of all required reports, draft financial statements, and discuss these drafts with appropriate City personnel. Upon approval by the City, we will issue our reports in final form and be available for a presentation to the Administration Committee. Present all reports to City Council at the meeting of their choice.

We will issue the following for the City:

1. Independent Auditor's Report
2. City Annual Report of Financial Transactions
3. Single Audit Report
4. GANN Limitation Report

TECHNICAL PROPOSAL

City of Visalia

5. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and the Uniform Guidance

Statistical Sampling

Based on our preliminary assessment of the internal control structure and risk factors, we anticipate performing internal control testing in the following areas:

Review Area	Sample Size
Receipts and revenues	40-60
Disbursements and accounts payable	40-60
Capital assets additions/deletions	40-60
Payroll and related liabilities	40-60
Controls over requirements of federal and state grants	40-60 (per major program)

Staff will perform internal control testing in May/June, with direct supervision by Mr. Huston. Sample sizes will depend on the extent of reliance placed on the given sample and the volume of transactions involved. Statistical and random sampling will be used to ensure that all samples truly represent the population being tested. We will use audit command language (ACL) software and your on-site automated data system on an "inquiry only" basis for purposes of identifying the postings of items selected for testing. Findings will be discussed with management for accuracy and the process of recommendations immediately started.

Approach for Drawing Audit Samples for Compliance Tests

Compliance test samples will be drawn usually by statistical sampling techniques. The universe from which the sample is drawn begins at the beginning of the year under audit, and ends with the end of that year. If a null is picked, it is replaced in draw sequence until sufficient live items comprise the planned sample size.

Extent of Electronic Data Processing (EDP) Software in the Engagement

Each staff person has access to a personal computer, and has knowledge of CCH Pfx Engagement software we have purchased for auditing municipalities and report writing. We use this software in the beginning, inputting all prior year actual numbers, and the client current year budget, including amendments. We then input year-to-date numbers and run analytical work at the end of the audit comparing appropriation-expenditure numbers to prior year and budget amounts. All significant differences are investigated. Our software is capable of complete report writing, including combining statements and footnotes.

Type and Extent of Analytical Procedures

We will perform analytical procedures during all phases of our audit (audit planning, field work and audit completion). We will build our expectations based on historical experience and known current year factors and will investigate significant departures at the financial statement level to decide if we can reach our comfort level for certain audit areas. We will also perform substantive analytical procedures, where we use analytical procedures as the principal substantive test of a significant financial statement assertion, based on the auditor's judgment and on the expected effectiveness and efficiency of available procedures.

Approach to be Taken to Understand Internal Control Structure

This is the cornerstone of the engagement. Internal accounting control generally comprises the plan of organization and procedures and records that are concerned with the safeguarding of assets and reliability of financial records.

We will begin by preparing memoranda to fully describe all financial systems. We will then review the documents to isolate the significant strengths and weaknesses that would affect the extent of substantive audit procedures to be employed. Each strength is then tested and the results subjected to evaluation. These evaluations assist us in determining the amount of reliance we can place on those significant strengths we have identified.

TECHNICAL PROPOSAL

City of Visalia

Our primary approach to assimilating and gaining an understanding of internal controls is through inquiry and observation of your accounting and compliance staff, performing walkthroughs of all key accounting processes, and preparing detailed documentation annually. During this phase we will obtain an understanding of and evaluate key components of the City's internal control structure. We will also assess risk factors, including fraud risk relating to significant audit areas and transaction cycles. Procedures will consist of:

- Reviewing questionnaires and documents obtained from management regarding the internal control structure.
- Performing walk-throughs and tests of compliance with policies and procedures.
- Identifying risk factors, including fraud risk, relating to significant audit areas and transaction cycles.
- Interviewing key management personnel to verify or resolve complicated issues.
- Summarizing potential significant deficiencies and opportunities for efficiencies and improvements for discussion with management.

Understanding Laws and Regulations of Audit Work

Our experience with various municipal audit clients, most with federal or state monies, has created a reservoir of knowledge of many laws and regulations. However, by inquiry and observation, we will determine all major programs participated in by the City. We then consult the actual law, the Federal Register, Catalogue of Federal programs, or the California State Controllers guide to State and Federal Compliance to obtain understanding of the requirements of the law. For major programs, we specifically test those requirements by inspection of documents.

Additional Information

Independence

Our firm, its shareholders and employees are independent of the City and its component units, as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards*.

External Quality Control Reviews

As part of our commitment to quality control, our firm is a member of the Center for Public Firms Auditors Section (Center) of the American Institute of Certified Public Accountants (AICPA). We have completed several External Quality Control reviews under the AICPA's guidance, all of which included one or more governmental audits. Appendix I of this proposal contains a copy of our most recent report. As indicated in that report, our Firm received a peer review rating of a "pass," which is the highest rating available.

Desk or Field Reviews and Disciplinary Actions

In the normal course of business, our firm has been subjected to several field reviews during the past three years. Additionally, all of our reports are subjected to annual desk reviews by federal and state cognizant agencies. All of our reports for the past three years were accepted by these agencies. We have no disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

Identification of Anticipated Potential Audit Problems

While we do not anticipate any issues with the audit, we will vigilantly examine and monitor the following relevant accounting issues.

Financial Reporting	Internal Control Structure
<ul style="list-style-type: none">• Financial statement's compliance with current reporting and GASB disclosure requirements• Compliance with various current GASB statements• Perform valuations of Pension and OPEB benefits to determine the liability for all benefits promised to active, retired, and inactive plan members as of each valuation date• Compliance with GASB Statement No. 87 and No. 96• Compliance with infrastructure obligations and regulatory provisions	<ul style="list-style-type: none">• City's internal control functions and compliance with proper internal control philosophies• Computer-system processes and controls and adequacy of the control environment• Compliance with the Uniform Guidance for Federal Grants

TECHNICAL PROPOSAL

City of Visalia

In the event problems are identified during the course of our audit procedures, we will resolve the problem as follows:

- Discussion amongst audit team at the time of identified potential audit problem for consultation and consensus amongst the team.
- Consultation and discussion with appropriate City personnel when identified to ensure all facts are known and agreed upon with the audit team.
- Consultation and discussion with liaison(s).
- Resolution with appropriate City personnel.
- If applicable, a management letter will be submitted documenting the criteria, condition, cause and effect of the issue, along with our recommendation and management's response and corrective action plan.

Quality Control of Financial Publications

In addition to our well qualified team of auditors, we have a designated financial typing department. Our financial typing team of two has a combined total of 26 years of experience. The financial statements go through our typing department for the initial review, which includes footing and proofreading. Any comments are then provided to the manager. The manager and partner will review, and consult with the City if necessary, regarding material findings or inconsistencies that need to be modified and provide approved changes back to the typing department to be updated. Once the financials are close to being ready to be issued, it is provided to the concurring/technical reviewer for final review and comments and then final issuance.

Approach to Managing the Relationship

We will meet on a regular basis, virtually or via conference call, to update management of the progress. We have a policy of responding to our clients within a 24 hour time period. Our audit team is dedicated 100% to your audit, whether we are in the field or remote. We will provide you with the requested services in a timely manner.

Transmission of Workpapers

Confidentiality and security of all our clients' data is extremely important to us and is aided by our paperless auditing process. Our firm policy is that only the active client files should be synched to an employee's laptop when out in the field and client data is regularly cleared off the local drives after jobs are finished. In addition, our laptops have both hard drive encryption technology and tracking software to help us locate them in the case they are lost or stolen and to prevent easy access to the saved files.

Throughout the audit process we utilize Sharefile to safely transmit all working papers between Brown Armstrong and our clients. Sharefile ensures secure content collaboration, file sharing and synchronization.

COST PROPOSAL

City of Visalia

A. Total All-Inclusive Maximum Price

The total all-inclusive maximum price contains all direct and indirect costs, including all out-of-pocket expenses. All expense reimbursements will be charged against the total all-inclusive maximum price. The total all-inclusive maximum price, for each of the three years may only be adjusted by CPI, unless a change in the scope is requested.

City of Visalia All Inclusive Maximum Price			
	2023-24	2024-25	2025-26
Annual Comprehensive Financial Report	\$ 50,800	\$ 50,800	\$ 50,800
Gann Limit Agreed Upon Procedures	1,000	1,000	1,000
Annual Report of Financial Transactions - City	5,500	5,500	5,500
Single Audit Act Reports (Up to Two Major Programs)*	14,000	14,000	14,000
Total	\$ 71,300	\$ 71,300	\$ 71,300

*- If major programs exceeded two, we will charge \$7,000 for each additional major program.

B. Schedule of Professional Fees and Expenses

Schedule of Professional Fees and Hours by Staff Classification			
	Hours	Rate	Amount
Partner	35	\$250	\$ 8,750
Manager	62	\$200	12,400
Senior	116	\$150	17,400
Staff	311	\$100	31,100
Clerical	33	\$50	1,650
Total	557		\$ 71,300

COST PROPOSAL

City of Visalia

Annual Comprehensive Financial Report				Single Audit Act Reports (Up to Two Major Programs)			
	Hours	Rate	Amount		Hours	Rate	Amount
Partners	24	\$250	\$ 6,000	Partners	8	\$250	\$ 2,000
Managers	48	\$200	9,600	Managers	10	\$200	2,000
Seniors	80	\$150	12,000	Seniors	23	\$150	3,450
Staff	222	\$100	22,200	Staff	63	\$100	6,300
Clerical	20	\$50	1,000	Clerical	5	\$50	250
	<u>394</u>		<u>\$ 50,800</u>		<u>109</u>		<u>\$ 14,000</u>

Gann Limit Agreed Upon Procedures				Annual Report of Financial Transactions			
	Hours	Rate	Amount		Hours	Rate	Amount
Partners	1	\$250	\$ 250	Partners	2	\$250	\$ 500
Managers	1	\$200	200	Managers	3	\$200	600
Seniors	1	\$150	150	Seniors	12	\$150	1,800
Staff	3	\$100	300	Staff	23	\$100	2,300
Clerical	2	\$50	100	Clerical	6	\$50	300
	<u>8</u>		<u>\$ 1,000</u>		<u>46</u>		<u>\$ 5,500</u>

C. Out of Pocket Expenses Included in the Total All-Inclusive Maximum Price

All out-of-pocket expenses are included in the schedule of professional fees and expenses. Brown Armstrong will accept reimbursement to be charged against the total not-to-exceed maximum price that is submitted.

D. Rates for Additional Professional Services

We do not anticipate that additional services will be necessary to complete the audit. If it should become necessary for the City to request Brown Armstrong to render any additional services to either supplement the services requested in the Request for Proposal, or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the contract between the City and the Firm. Any such additional work agreed to between the City and the Firm shall be performed at the same rates set forth in the schedule of professional fees.

E. Manner of Payment

Brown Armstrong agrees to progress payments on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with our cost proposal. Interim billings shall cover a period of not less than a calendar month.



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0174

Agenda Date: 5/6/2024

Agenda #: 10.

Agenda Item Wording:

Purchase Contract - Authorize and award a purchase contract to Proper Performance, located in New Wilmington, PA to purchase four 2023 Dodge Ram two-wheel drive pick-up trucks and one Dodge Ram four-wheel drive pick-up truck in the amount of \$235,740.40 using funding from the American Rescue Plan Act.

Deadline for Action: 5/6/2024

Submitting Department: Community Development

Contact Name and Phone Number:

Tracy Robertshaw, Neighborhood Preservation Manager, tracy.robertshaw@visalia.city
<<mailto:tracy.robertshaw@visalia.city>>, (559)713-4187

Paul Bernal, Planning and Community Preservation Director, paul.bernal@visalia.city
<<mailto:paul.bernal@visalia.city>>, (559)713-4025

Department Recommendation:

Staff recommends that City Council award a purchase contract to Proper Performance LLC in the amount of \$235,740.40 (includes delivery) using American Rescue Plan Act (ARPA) funds.

Background Discussion:

On November 20, 2023, the City Council authorized the implementation of the Solid Waste Environment Enhancement Program (SWEEP) as a pilot program utilizing budgeted ARPA funding. The November 20th report also identified initial capital outlay cost within the first year of operation and noted the cost for five ½ ton pickup trucks in the amount of \$50,000 per vehicle (\$250,000 total).

Bid Notices were advertised on Bidnet and 49 notices were sent via e-mail and mail to dealerships within a 100 mile radius. As a result, two bids were received, but only Proper Performance LLC met the specifications of the bid request.

Fiscal Impact:

The cost of each truck is \$47,148.08 for a total of \$235,740.40. A break-down of the vehicle cost is provided below:

<u>Vehicle Price/Fees</u>	<u>Tow Package</u>	<u>Sales Tax</u>	<u>Total</u>
\$42,360	\$1,095.00	\$3,693.08	\$47,148.08

The City Council approved 34 projects to be funded with American Rescue Plan Act funds. The Sweep project is one of the approved projects that is funded by ARPA Funds with a budget of \$450,000. As part of the budget request, the five pick-up trucks were identified for a total budget amount of \$250,000 (\$50,000 per vehicle). Based on the anticipated cost per truck when initially

identified in 2023, there is a cost savings of \$14,259.60 in the budgeted amount. This savings will be used to fund other costs associated with the SWEEP program.

Prior Council Action:

- On December 20, 2021 - The City Council appropriated American Rescue Plan Act (ARPA) funds for various projects throughout the City.
- On November 20, 2023 - The City Council authorized the implementation of the Solid Waste Environment Enhancement Program (SWEEP).

Other: N/A

Alternatives:

The City Council, in-lieu of staff recommendation, may direct staff to not implement the Solid Waste Environment Enhancement Program (SWEEP).

Recommended Motion (and Alternative Motions if expected):

I move to authorize and award a purchase contract to Proper Performance LLC located in New Wilmington, PA for the purchase four 2023 Dodge Ram two-wheel drive pick-up trucks and one Dodge Ram four-wheel drive pick-up truck in the amount of \$235,740.40 using funding from the American Rescue Plan Act (ARPA).

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:

1. Bid - Proper Performance LLC

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

BID FORM RFB NO. 23-24-50
Supply and Deliver New Regular Cab Trucks

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 23-24-50 dated: 04/19/24, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and transportation required for the delivery of the above stated products as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the specifications, Instructions to BIDDERS, and the contract requirements. If this bid is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the product and that compensation under the contract will be based upon the product received as stated in the bid specifications. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for errors. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees to deliver the units as specified in the Bid Form within thirty (30) days upon receipt of the City's Purchase Order, unless extended in writing by the Purchasing Division.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER has read and hereby agrees to the conditions stated in this bid by affixing his/her signature on Bid/Proposal.

VEHICLE SPECIFICATIONS

Option 1:

One (1) New (2023 or newer) 4-Wheel Drive Regular Cab Truck

At a minimum, the vehicle must have the following specifications:

Item #	Description: New 4-Wheel Drive Regular Cab Truck	Meets Specification		Comment
		Yes	No	
1	New (2023 or newer) 4-Wheel Drive Regular Cab Truck Indicate the following: Year <u>2023</u> Make <u>Dodge</u> Model <u>Ram</u>	All		
2	Color – White	↓		
3	Gas Engine/ 8 Cylinder			
4	Minimum 3.4 Liter Engine/Motor			
5	4-Wheel Drive			
6	Regular Cab			
7	Tow Package			
8	Minimum Tow Rating of 10,000 lbs			
9	Integrated Trailer Brakes			
10	Air Condition			
11	Automatic Transmission			
12	Power Windows/Locks			
13	Two Keys/Key Fobs			
14	All Other Standard Equipment			
15	Standard Bed			

Variations (if any or extra features) _____

Bidders Name: Proper Performance LLC
 (Submit with Bid Proposal)

Option 2:
Four (4) New (2023 or newer) 2-Wheel Drive Regular Cab Truck

Bidders may bid on Option 1 and/or Option 2. Each Option will be awarded separately.

Please complete this page for each truck if bid amount is different per truck.

Option 2	
Description, per specifications as stated in Section IV of RFB 23-24-50	Bid Amount
Two-Wheel Drive Regular Cab Truck	\$ <u>43,448</u>
Delivery to Visalia, CA	\$ <u>included</u>
Sales Tax (8.5% in Visalia, CA)	\$ <u>3,693.08</u>
Federal Excise Tax on Tires	\$ <u>7</u>
CA DMV Fee	\$ <u>included</u>
Other Fees	\$ <u>0</u>
TOTAL BID AMOUNT for 1 Unit	\$ <u>47,148.08</u>

In addition to completing the following specifications page, please include a specifications sheet for each truck which you are submitting a bid.

How many units (trucks) are you able to provide at the above total bid amount for each unit?

Amount of Units (Up to 4)
<u>4</u>

Delivery Time: 21 Days ARO (After Receipt of Order). Shall be 30 days or less.

Terms/Discount: Net 30 Warranty Manufacturers

Does the Bid meet specifications: Yes No

Product specifications are listed on the next page of this bid. Please complete and return the form with your Bid, indicating if specifications are met for each item. If any items are marked "No", and in order to assist the City in the evaluation of bids, please indicate variances, no matter how slight, on a separate sheet and attach detailed specifications on the item(s) deviating from specifications.

[Signature] Partner 04/19/24
 Signature of Authorized Person Title Date

Bidders Name: Proper Performance LLC
 (Submit with Bid Proposal)

VEHICLE SPECIFICATIONS

Option 2

Four (4) New (2023 or newer) 2-Wheel Drive Regular Cab Trucks

Please complete this page for each truck if specifications are different.

At a minimum, the vehicles must have the following specifications:

Item #	Description: New 2-Wheel Drive Regular Cab Truck	Meets Specification		Comment
		Yes	No	
1	New (2023 or newer) 2-Wheel Drive Regular Cab Truck Indicate the following: Year <u>2023</u> Make <u>Dodge</u> Model <u>Ram</u>	Yes		
2	Color – White			
3	Gas Engine/ 6 Cylinder or 8 Cylinder. Specify in Comment.			
4	Minimum 3.4 Liter Engine/Motor			
5	2-Wheel Drive			
6	Regular Cab			
7	Tow Package			
8	Minimum Tow Rating of 10,500 lbs			
9	Integrated Trailer Brakes			
10	Air Condition			
11	Automatic Transmission			
12	Power Windows/Locks			
13	Two Keys/Key Fobs			
14	All Other Standard Equipment			
15	Standard Bed			

Variations (if any or extra features) _____

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

BUSINESS OWNERSHIP DISCLOSURE

Proper Performance LLC

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

211 W. Neshannock Ave. Suite 203, New Wilmington, PA 16142

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Vaughn Glaze - Partner

Ryan Saari - partner

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

- 1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES: _____ NO:

If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

<u>Council Member(s) Name</u>	<u>Date of Contribution(s)</u>
_____	_____
_____	_____

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

SIGNATURE PAGE

By my signature on this Bid Proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing statements and those contained herein are true and correct.

BID SUBMITTED BY:
(Please follow the instructions for each line, as explained below.)

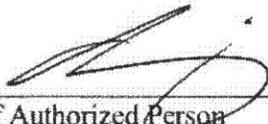
(1) Proper Performance LLC 412-728-0442
Bidding Firm Phone

(2) Corp: State of Incorporation: PA
 Individual
 Partner Other:

(3) vs9@prprpf.com
Email Address

211 W. Neshannock Ave. Suite 203
Business Address

New Wilmington PA 16142
City State Zip Code

(4) By: 
Signature of Authorized Person

Ryan Saari
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: 86 1377878 Date: 04/09/24

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1: The name of the Bidder must be the same as that under which a license is issued if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address and email to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign Contracts.

(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME

ADDRESS

FEDERAL AND STATE REQUIREMENTS

All federal procurement requirements provided in Uniform Guidance 2 CFR Part 200 shall be in effect. In addition, the following terms and conditions apply to you, the contractor (including consultants/vendors), as a contractor of the City of Visalia.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. ACCESS TO RECORDS (42 CFR 420.302)

- (A) The Contractor agrees to provide the City of Visalia, the U.S. Department of Treasury, the Comptroller General of the United States, HHS, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. AMERICANS WITH DISABILITES ACT COMPLIANCE (42 U.S.C. 12101 et seq)

By submission of a bid, the BIDDER, certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract, Agreement, or Purchase Order. By commencing performance of the work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

3. **BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)**

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has has not participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to award of this contract, agreement, or purchase order.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

4. **BONDING REQUIREMENTS (2 CFR 200.326)**

The BIDDER acknowledges the requirement for construction or facility improvement contracts, agreements, or purchase orders or subcontracts exceeding the Simplified Acquisition Threshold. The City of Visalia accepts the bonding policy and requirements in compliance with Federal guidelines as set forth below:

(A) A Bid Guarantee from each bidder equivalent to 10% of the bid price. The Bid Guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the BIDDER will, upon acceptance of the BID, execute such contractual documents as may be required within the time specified.

(B) A Performance Bond on the part of the CONTRACTOR for 100% of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's requirement under such contract.

(C) A Payment Bond on the part of the CONTRACTOR for 100% of the contract price. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5. **BUILD AMERICA, BUY AMERICA ACT (2 CFR 200.1 – IIJA; 49 U.S.C. 5323(J); 49 CFR 661)**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352, as amended)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. CERTIFICATE OF NONSEGREGATED FACILITIES (FAR 52.222-23)

(A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

(B) By the submission of a bid, the Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract, agreement, or purchase order.

(C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:

- i. Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;
- ii. Retain such certifications in its files; and
- iii. Forward this certification and the following notice to the proposed SUBCONTRACTORS:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the Equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

(D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

8. CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines, and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project.

9. CERIFICATION REGARDING LOBBYING (31 CFR Part 21)

The BIDDER certifies, to the best of their knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (C) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The BIDDER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the BIDDER understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

10. CLEAN AIR ACT (42 U.S.C. 7401-7671) & FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387; 49 CFR 18.36) (applies to purchases of more than \$150,000)

- (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. § 7401 et seq.
- (B) 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.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Visalia and understands and agrees that the City will report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

12. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

CONTRACTOR must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Under the Copeland "Anti-Kickback" Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

Applies to purchases for construction services in excess of \$2,000. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations. In accordance with the Davis-Bacon Act, the Contractor is required to pay wages to laborers and mechanics at a rate of not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the Contractor is required to pay wages not less than once per week. The City must provide Contractor with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The Contractor's execution of the subject Agreement constitutes the Contractor's acceptance of the wage determination. The City must report all suspected or reported violations to the Federal Awarding Agency.

14. DOMESTIC PREFERENCE STATEMENT (2 CFR 200.322)

As appropriate and to the extent consistent with the law, the BIDDER should, to the greatest extent practicable under a Federal award, provide a preference to the purchase, acquisition, or use of goods, products, or materials produce in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts, agreements, and purchase orders for work or products under this award.

15. DEBARMENT AND SUSPENSION (2 CFR 180; 49 CFR 29, 18.35)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the City of Visalia. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

- (E) (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the CITY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

16. DRUG-FREE WORKPLACE CERTIFICATION (41 U.S.C. 8103)

The BIDDER certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The BIDDER will:

- (A) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- (B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of all the following:
- i. The dangers of drug abuse in the workplace,
 - ii. The person’s or organization’s policy of maintaining a drug-free workplace,
 - iii. Any available counselling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- (C) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract, agreement, grant, or purchase order:
- i. Will receive a copy of the company’s drug-free workplace policy statement, and
 - ii. Will agree to abide by the terms of the company’s statement as a condition of employment on the contract, agreement, grant, or purchase order.
- (D) At the elections of the BIDDER or CONTRACTOR, from and after the “Date Executed” and until _____ (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

17. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

- (A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.
- (D) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (E) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (F) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (G) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (H) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

- (I) The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

18. SEAT BELT USE IN THE UNITED STATES (EXECUTIVE ORDER 13043 & 62 CFR 19217)

Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

19. IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 et seq.)

As required by California Public Contract Code Section 2204, the BIDDER/CONTRACTOR certifies, subject to penalty for perjury, that the option checked below relating to the BIDDER/CONTRACTOR'S status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq) is true and correct:

(A) The BIDDER/CONTRACTOR is not:

- i. Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- ii. A financial institution that extends for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

(B) The City has exempted the BIDDER/CONTRACTOR from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the contract, agreement, or purchase order.

Bidders Name: Proper Performance LLC
(Submit with Bid Proposal)

(C) The amount of the contract, agreement, or purchase order payable to the BIDDER/CONTRACTOR for the project does not exceed \$1,000,000 over the life of the contract, agreement, or purchase order (up to 5 years).

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract, agreement, or purchase order amount, termination of the contract, agreement, or purchase order amount, and/or eligibility to bid on contracts for three years.

20. MINORITY AND WOMEN BUSINESS ENTERPRISES (EXEC ORDERS 11625, 12138, and 12432)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (A) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
- (B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
- (C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
- (D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business.
- (E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- (F) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in (A) - (E) above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

21. NON-COLLUSION AFFIDAVIT (CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106)

The BIDDER certifies, under the PENALTY OF PERJURY under the laws of the State of California that the below statement is true and correct:

That the BID is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the BID is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER of any other BIDDER, or to fix any overhead profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, agreement, or purchase order; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham BID.

22. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

- (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- i. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) Contractor agrees to comply with all other applicable requirements of Section 6002 - Solid Waste Disposal Act.

24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE) (FAR 52.204-25)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (A) Procure or obtain.
- (B) Extend or renew a contract to procure or obtain; or
- (C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. RECORDS RETENTION (2 CFR 200.334-337)

- (A) Contractor must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or CITY. The only exceptions to the three-year limit are the following:

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(Submit with Bid Proposal)

- i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- ii. When the Contractor is notified in writing by the City or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- iv. When records are transferred to or maintained by the City or Federal awarding agency, the 3-year retention requirement is not applicable to the Contractor.

26. REDUCING TEXT MESSAGING WHILE DRIVING (EXECUTIVE ORDER 13513-13513 FR 51225)

Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR 401)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

28. WORKERS' COMPENSATION INSURANCE CERTIFICATE (CALIF LABOR CODE SECT 3700)

The BIDDER acknowledges that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work under this contract, agreement, or purchase order.

29. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, Public Works Contractor Registration Program and Project Labor Agreements

Notice is hereby given that this is a public works project and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must: Register on an annual basis with the California Department of Industrial Relations (DIR) and furnish electronic payroll records to the Labor Commissioner

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids submitted by unregistered contractors or that list unregistered subcontractors will be rejected.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific

construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.
- As set forth in CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpnodb.html>.
- The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.
- In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall:
 - o Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.
 - o Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.
 - o Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.
- The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).
- As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

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- As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. **These labor code sections must be included within or as attachments to the contract.**
- As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.
- As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.
- In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars (\$30,000).
- As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:
 - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. **These labor code sections must be included within or as attachments to the contract.**

Bidders Name: Proper Performance LLC
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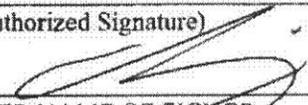
- The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.
- Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.
- Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.
- ☐ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the BIDDER/CONTRACTOR to the certifications listed above. They acknowledge that they are fully aware that this certification, executed on the date below, in made under penalty of perjury under Federal and State of California laws.

BIDDER/CONTRACTOR FIRM NAME <u>Proper Performance LLC</u>	FEDERAL ID NUMBER <u>86 1377878</u>
BY (Authorized Signature) 	DATE EXECUTED <u>04/09/24</u>
PRINTED NAME OF SIGNER <u>Ryan Saari</u>	TELEPHONE NUMBER <u>(412) 728-0442</u>
TITLE <u>Partner</u>	
BIDDER/CONTRACTOR FIRM'S MAILING ADDRESS <u>all W. Neshannock Ave. Suite 203, New Wilmington, PA 16142</u>	



**REQUEST FOR BIDS RFB 23-24-50
SUPPLY & DELIVER NEW REGULAR CAB TRUCKS**

ADDENDUM NO. 1

Issued: Tuesday, April 16, 2024
Bids Due: **2:00 P.M. on Thursday, April 25, 2024**

This Addendum is being issued to provide a change to the RFB, provide a revised Bid Form, and provide responses to questions. This addendum becomes part of the RFB 23-24-50 document and must be signed and submitted with the bid.

ITEM 1: BID LANGUAGE CHANGE

On pages 4 and 5 under Specifications for Option 1 and for Option 2 shall include:

- Standard Bed

ITEM 2: REVISED BID FORM

Bid form has been revised to include Standard Bed as a required specification for Option 1 and Option 2. Please use the revised Bid Form included in this Addendum to submit your bid. As a reminder, please also submit the bidding documents found on pages 16-32 of the RFB document.

ITEM 3: QUESTIONS/RESPONSES

- Q1. Do you prefer Standard 6.5' Bed or 8' Long Beds?
R1. This addendum adds to the required specification: Standard Bed.
- Q2. On the 2wd is a 4 cylinder Turbo Max, or the 5.3L Ecotec3 v-8 acceptable?
R2. A 4 cylinder would not meet our minimum requirement of a 6 or 8 cylinder. A 5.3L would meet our minimum requirement of a 3.4L. You are welcome to submit separate bids for each truck that meet our minimum requirements.
- Q3. On the 4wd is a 5.3 v8 Long Bed acceptable?
R3. Standard bed trucks will be considered first. If we do not receive bids for trucks with standard beds, we will consider a long bed as long as the truck meets our minimum requirements. We would suggest that you submit a bid because we know that supply is limited and there may only be trucks available with long beds.
- Q4. Or are you just looking for the lowest price?
R4. We are seeking the lowest price of trucks that meet our minimum requirements and we will then consider trucks that exceed our requirements. It is acceptable to submit more than one bid for each truck you have that are different in price.

END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

Bidders to sign and submit with Bid

Firm: Proper Performance LLC Date: 04/19/24

By:
Bidder's Signature



2023 MODEL YEAR

RAM 1500 CLASSIC TRADESMAN REG CAB 4X2

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

RAM 1500 TRADESMAN REG CAB 4X2

Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat
Engine: 5.7L V8 HEMI® MDS VVT Engine
Transmission: 8-Speed Automatic 8HP70 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Side-Curtain Front Air Bags
Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side Air Bags
Parkview® Rear Back-Up Camera
3.21 Rear Axle Ratio
Class III Bumper Hitch
Trailer-Tow with 4-Pin Connector Wiring
7-Pin Wiring Harness
Locking Tailgate
Anti-Lock 4-Wheel Disc Brakes
Electronic Stability Control
Speed Control
Sentry Key® Theft Deterrent System
32-Gallon Fuel Tank
Tire Pressure Monitoring Display

INTERIOR FEATURES

Ram Clean Air System
Uconnect® 3 with 5-Inch Touch Screen Display
6 Speakers
Integrated Voice Command
Media Hub with USB and Auxiliary Port
Tilt Steering Column
Vehicle Information Center
Front Armrest with Three Cupholders
40/20/40 Split Bench Seat
Behind the Seat Storage / Bin
Black Vinyl Floor Covering
EXTERIOR FEATURES
17-Inch x 7.0-Inch Steel Wheels
P265/70R17 BSW All-Season Tires
Halogen Quad Headlamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment) Customer Preferred Package 26B

Trailer-Tow Package
3.92 Rear Axle Ratio
Class IV Receiver-Hitch
Anti-Spin Differential Rear Axle
Power Black Trailer-Tow Mirrors
Exterior Mirrors Courtesy Lamps
Trailer Brake Controller
Power and Remote Entry Group
Remote Keyless-Entry with AllSecure®
Power Windows with Front One-Touch Down Feature
8-Speed Automatic 8HP70 Transmission
5.7L V8 HEMI® MDS VVT Engine
Full-Size Spare Tire
Two Additional Key Fobs

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY



2023 MODEL YEAR

RAM 1500 CLASSIC TRADESMAN REG CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.



RAM 1500 TRADESMAN REG CAB 4X4

Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat
Engine: 5.7L V8 HEMI® MDS VVT Engine
Transmission: 8-Speed Automatic 8HP70 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT) FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Side-Curtain Front Air Bags
Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side Air Bags
Parkview® Rear Back-Up Camera
3.21 Rear Axle Ratio
Class III Bumper Hitch
Trailer-Tow with 4-Pin Connector Wiring
7-Pin Wiring Harness
Locking Tailgate
Anti-Lock 4-Wheel Disc Brakes
Electronic Stability Control
Speed Control
Sentry Key® Theft Deterrent System
32-Gallon Fuel Tank
Tire Pressure Monitoring Display

INTERIOR FEATURES

Ram Clean Air System
Uconnect® 3 with 5-Inch Touch Screen Display
6 Speakers
Integrated Voice Command
Media Hub with USB and Auxiliary Port
Tilt Steering Column
Vehicle Information Center
Front Armrest with Three Cupholders
40/20/40 Split Bench Seat
Behind the Seat Storage / Bin
Black Vinyl Floor Covering

Black Rear Bumper

Black Grille

Manual 6-Inch x 9-Inch Black Mirrors

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Customer Preferred Package 268

Trailer-Tow Package

3.92 Rear Axle Ratio

Class IV Receiver-Hitch

Anti-Spin Differential Rear Axle

Power Black Trailer-Tow Mirrors

Exterior Mirrors Courtesy Lamps

Trailer Brake Controller

Power and Remote Entry Group

Remote Keyless-Entry with AllSecure®

Power Windows with Front One-Touch Down Feature

8-Speed Automatic 8HP70 Transmission

5.7L V8 HEMI® MDS VVT Engine



WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY



Proper Performance LLC

211 W. Neshannock Ave, Suite 203 · New Wilmington, PA 16142 · www.prprpf.com

Ram 1500 AWD as specified: \$41,763.00

Tow Package: \$1,095.00

Total: \$42,393.00

DMV Fees: \$630.00

Ram 1500 2WD as specified: \$41,763.00

Tow Package: \$1,095.00

Total: \$42,393.00

DMV Fees: \$630.00



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0164

Agenda Date: 5/6/2024

Agenda #: 11.

Agenda Item Wording:

Low Carbon Transit Operations Allocation Request - Authorization to submit an allocation request in the amount of \$443,302 to the California Department of Transportation Low Carbon Transit Operations Program for operating funds to continue funding V-LINE operations and approve funds to be appropriated when grant funds are awarded (Resolution No.2024-19 required).

Deadline for Action: 5/6/2024

Submitting Department: Administration

Contact Name and Phone Number: Carmen Quevedo, Financial Analyst, (559) 713-4592; Angelina DeRossett, Transit Manager, (559) 713-4591; John Lollis, Assistant City Manager, (559) 713-4323

Department Recommendation:

Authorize staff to submit an allocation request in the amount of \$443,302 to the California Department of Transportation for an allocation of the Low Carbon Transit Operations Program (LCTOP) funding to be used in the continued operation of the V-LINE.

Background Discussion:

The V-LINE began in November 2015 and provides transit service connecting Visalia to Fresno. This service has been funded with a combination of fares, Rural Transit & Intercity Bus - Federal Transit Administration (FTA) Section 5311(f), and LCTOP. Staff is requesting authorization to request funding for another year. The V-LINE is considered a Fixed Route and an essential service.

The V-LINE service operates a shuttle between Visalia and Fresno. The shuttle route includes stops at the Visalia Transit Center, the Visalia Airport, the Fresno Airport, Fresno State University (CSUF), and the Courthouse Park (Fresno). The last stop is a major bus transfer point for Fresno Area Express (FAX), allowing passengers access to other Fresno destinations. V-LINE operates six daily round trips (4am; 6am; 9am; 1pm; 4pm; 6:30pm) seven days per week with a one-way full fare of \$10. One-way fares can be purchased on-board V-LINE shuttle buses, as well as at the Visalia Transit Center. Discounted passes are also available for students, military, and disabled riders.

The clear benefits of the V-LINE service include the following:

- Improvement of air quality in the San Joaquin Valley Air Basin.
- Increased transportation options for low income, seniors, and disabled passengers.
- Meeting multi-modal transportation needs with connections to other forms of transportation.
- Increased educational opportunities for students seeking higher education.
- Increased access to specialized services not readily available in Visalia.

Fiscal Impact:

The V-LINE service is currently funded using rider fares, FTA Section 5311(f), and LCTOP allocations. As the receipt of LCTOP funds for this project are uncertain going forward, the City will continue to pursue other sources of funding for continued operation of the VLINE. While other funding will be sought for this service, future allocations of Local Transportation Funds (LTF) are currently expected to be sufficient to supplement its operation as needed

Prior Council Action: April 20, 2015; March 7, 2016; March 20, 2017; March 19, 2018; March 18, 2019; April 6, 2020; April 5, 2021; April 4, 2022; and April 17, 2023

Other: N/A

Alternatives: Do not submit an allocation request and forfeit the funds.

Recommended Motion (and Alternative Motions if expected):

I move to authorize staff to submit a grant application in the amount of \$443,302 to the California Department of Transportation Low Carbon Transit Operations Program for Operating Funds to continue funding V-LINE operations and approve funds to be appropriated when grant is awarded (Resolution No. 2024-19 required).

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Resolution No. 2024-19

RESOLUTION #2024-19

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT(S):
EXPANSION OF V-LINE SHUTTLE SERVICES IN THE AMOUNT OF \$443,302

WHEREAS, the *City of Visalia* is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the *City of Visalia* wishes to delegate authorization to execute these documents and any amendments thereto to *Leslie Caviglia, City Manager or her Designee*.

WHEREAS, the *City of Visalia* wishes to implement the following LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the *City Council of the City of Visalia* that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that *Leslie Caviglia, City Manager or her Designee* be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the *City Council of the City of Visalia* that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in

FY 2023-24 LCTOP funds:

List project(s), including the following information:

Project Name: *Expansion of V-LINE Shuttle Services*

Amount of LCTOP funds requested: \$443,302

Short description of project: *V-LINE services for operations from Visalia to Fresno*

Contributing Sponsors (if applicable): *Tulare County Association of Governments*

AGENCY BOARD DESIGNEE:

BY: _____



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0154

Agenda Date: 5/6/2024

Agenda #: 12.

Agenda Item Wording:

Authorization to Apply for a Wellness Grant: Confirm the application submittal by the Visalia Police Department for the Law Enforcement Mental Health Wellness Act Grant for a maximum amount of \$200,000.

Deadline for Action: 5/6/2024

Submitting Department: Police Department

Contact Name and Phone Number:

Chief Jason Salazar, ext. 4215, jason.salazar@visalia.city <<mailto:jason.salazar@visalia.city>>;
Luma Fahoum, ext. 4103, luma.fahoum@visalia.city <<mailto:luma.fahoum@visalia.city>>;
Liz Ybarra, Financial Analyst, liz.ybarra@visalia.city <<mailto:liz.ybarra@visalia.city>>

Department Recommendation:

Confirm the Visalia Police Department's submittal of an application for the Law Enforcement Mental Health Wellness Act (LEMWHA) Grant for a maximum amount of \$200,000. The grant had to be submitted by April 30, 2024 and due to time constraints, it was submitted with the option to withdraw if Council chooses not to confirm the submittal. The grant performance period is for 24 months and is effective 10/1/2024.

Summary:

If approved, grant funds would be used to pay for mental health services specific to first responders that would consist of access to culturally competent therapy sessions for police department personnel and mandatory annual mental health wellness check-ins for all sworn staff and members of dispatch. These services would also include critical incident debriefs as well as support and training for the Department's Peer Support Team. Funds would also be used to provide a Virtual Yoga Program designed for first responders to enhance wellness, reduce stress, and increase functional mobility for police department staff. Grant funds would also be utilized for a first responder wellness training/ conference for staff coordinating the grant.

Background Discussion:

The Grant is administered by the U.S Department of Justice, Community Oriented Policing Service (COPS Office). The COPS office was appropriated \$20 billion to advance community policing, which includes, hiring new officers, school safety, violent crime and officer safety and wellness. The COPS Office FY24 LEMHWA implementation Projects provide funding to state, local, tribal, and territorial law enforcement agencies. The COPS program is authorized under Omnibus Crime control and Safe Streets Act of 1968, as amended and the Violent Crime Control and Law Enforcement Act of 1994, Title 1, Part Q, Public Law 103-322 34 U.S.C s 10381 et seq.

The funds are to be used to improve the delivery of and access to mental health and wellness

services for law enforcement officers and their families through the implementation of peer support, training, family resources, suicide prevention and other promising practices for wellness programs. The total amount of funds to be awarded is \$9,800,000.

The COPS Office implemented the LEMHWA grant program in recognition of the unique challenges faced by law enforcement first responders created by the nature of the work, exposure to critical incidents, and the impacts on officer wellness. Best practices in addressing officer wellness, reducing police suicides, and building more resilient first responders have shown to include access to culturally competent mental health providers who specialize in first responder therapy, regular wellness check-ins, and the use of physical fitness and yoga practices to improve the overall wellbeing of first responders.

Fiscal Impact:

There are no matching funds required. The Grant will allow for the cost of civilian personnel, travel, equipment, supplies, procurement contracts, and other direct and indirect costs. If the Grant is awarded, staff will return to Council for approval and to appropriate funds. At the conclusion of the grant period, the program will be evaluated for effectiveness and reviewed for continuation of the program.

The Department is proposing the following program budget:

VPD 2024 LEMHWA GRANT	BUDGET
Therapy Service	\$120,000.00
Wellness Check-Ins	\$62,000.00
Virtual Yoga Services	\$10,000.00
Peer Support Conference	\$8,000.00
TOTAL GRANT	\$200,000.00

Prior Council Action: N/A

Other: N/A

Alternatives: Not authorize the Visalia Police Department to apply.

Recommended Motion (and Alternative Motions if expected):

Confirm the Visalia Police Department’s application for the Law Enforcement Mental Health Wellness Act (LEMHWA) Grant for a maximum of \$200,000.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Grant Solicitation.

U.S. Department of Justice

Office of Community Oriented Policing Services



FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Assistance Listing #:	16.710
Grants.gov Opportunity Number:	O-COPS-2024-171975
Solicitation Release Date:	02/28/2024 1:00 PM
Grants.gov Deadline:	04/24/2024 4:59 PM
Application JustGrants Deadline:	04/30/2024 4:59 PM

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, <https://cops.usdoj.gov>) is pleased to announce that it is seeking applications for funding for the FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. LEMHWA funds are used to improve the delivery of and access to mental health and wellness services for law enforcement officers through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.

The COPS Office welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding, managing the entire project and monitoring compliance.

Existing LEMHWA awardees are eligible to apply but new applications should not be considered as continuation funding for current or past projects. Proposed work must not duplicate existing project activities but can expand on existing efforts.

The terms and conditions of the federal award are also applicable to subrecipients. Please note the distinction between a subaward that creates a financial assistance relationship to carry out a portion of the federal award and a contract that creates a procurement relationship for the purchase of goods and services needed under the federal award. To assist in making subrecipient and contractor determinations, please refer to the guidance in 2 C.F.R. § 200.331.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligibility

Eligibility for the FY24 LEMHWA Implementation Projects is limited to state, local, tribal, and territorial law enforcement agencies.

Contact Information

Agency Contact Description

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with submitting the Application for Federal Assistance, Standard Form 424 (SF-424), please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Submission Information

Registration: To submit an application, all applicants must be registered in SAM.gov with a Unique Entity Identifier (UEI) number and be registered in Grants.gov.

Submission: Completing an application is a two-step process:

1. Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and if applicable the Disclosure of Lobbying Activities, Standard Form - LLL (SF-LLL), and submit it through the [Grants.gov website](#).
2. Once the SF-424 and SF-LLL have been submitted via Grants.gov, the applicant will complete the full application including survey questions and provide attachments in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the "[How to Apply](#)" section of this solicitation.

All guidance for this program is contained in this Solicitation and can also be found at <https://cops.usdoj.gov/lemhwa>. In addition to this Solicitation, the COPS Office “[How to Apply](https://cops.usdoj.gov/how-to-apply)” web page, <http://cops.usdoj.gov/how-to-apply>, provides additional resources to help guide applicants through the process.

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS Office website, <https://cops.usdoj.gov>.

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Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has been appropriated more than \$20 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, <https://cops.usdoj.gov>.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as violent crime, nonviolent crime, and fear of crime. To read an overview of the principles of community policing, please see the COPS Office publication [Community Policing Defined](#).

The COPS Office FY24 LEMHWA Implementation Projects provide funding to state, local, tribal, and territorial law enforcement agencies.

The COPS Office is committed to advancing work that promotes civil rights and equity, increases access to justice, supports victims of crime and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the communities that they serve.

Statutory Authority

The COPS Program is authorized under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Program-Specific Information

- This program is authorized under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.
- All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

- For all identified deliverables, the applicant should adhere to the [COPS Office Editorial and Style Manual](#). For projects that propose site-specific work, letters of support from the targeted agencies are strongly encouraged.

With any programmatic questions, please contact the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Program Goals

Under this solicitation, the COPS Office seeks to support projects that allow for the identification and expansion of promising practices and produces knowledge products that follow the principles of good guidance:

- Quality-driven, with an emphasis on action statements to drive promising practices and reduce variations in performance.
- Evidence-based, with recommendations that are consistent with the weight of the best available evidence identified through systematic review.
- Accessible, with clear language and manageable lengths that are appropriate and relevant for the law enforcement field.
- Memorable, to encourage immediate actions or aid for the complex situations law enforcement professionals face.

To read an overview of the principles of community policing, please see the COPS Office publication [Community Policing Defined](#).

Applicants should also consider the COPS Office performance measures when developing their own specific project goals and activities, which can be found in the “Performance Measures” section of this application.

FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Background

Law Enforcement Mental Health and Wellness Act (LEMHWA) program funds are used to improve the delivery of and access to mental health and wellness services for law enforcement officers and their families through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.

Good mental and psychological health is just as essential as good physical health for law enforcement officers to be effective in keeping our communities safe from crime and violence. The Law Enforcement Mental Health and Wellness Act (LEMHWA) program supports efforts to protect the mental health and

well-being of law enforcement officers and deputies. Unfortunately, the stress of officers' work and the stigma often associated with seeking assistance for emotional and mental health issues have led to negative consequences such as divorce, alcoholism, injury, and even an increase in suicides for officers across the country.

The LEMHWA Implementation Projects topic area aims to support state, local, tribal, or territorial law enforcement agencies seeking to implement new or enhance existing programs that offer training and services on officer emotional and mental health, peer mentoring, suicide prevention, stress reduction, and support services for officers and their families. The COPS Office encourages small, rural, tribal, and regional coalitions of agencies to apply for LEMHWA funding to improve their wellness efforts—for example, initiatives such as establishing a joint or regional Peer Support program or conducting regional training. Proposed projects may serve one agency, a consortium of agencies, or personnel from agencies located within a county or state.

Requirements

The primary goal is to support new or enhanced programs that will offer training and services on officer emotional and mental health, peer mentoring, suicide prevention, stress reduction, and police officer family services in state, local tribal, or territorial law enforcement agencies. Applicants are strongly encouraged to refer to both the LEMHWA Report to Congress and the accompanying Eleven Case Studies for ideas in what will assist them in designing new or enhanced programs in support of wellness and resiliency in their agency. Programs must focus on providing training, programming, and support services in law enforcement emotional and mental health, including such things as suicide prevention, peer mentoring, clinical support, and family support services. Programs may also serve agency civilian staff, such as crime scene technicians, dispatchers, and others who may regularly experience some of the same trauma exposure.

The application answers should address the following objectives:

- How the proposed program activities will support wellness in the agency(ies) served
- The intended service area and size of the program (e.g., one agency, more than one agency)
- The privacy protections that will be put in place for anyone using the support services
- Reported outcomes of the program activities
- Development of deliverable that can be distributed by the COPS Office to the law enforcement field to share knowledge and experience (e.g., a COPS Office publication, a *Dispatch* article, an episode of *The Beat* podcast, model policies, or tools and templates) Please note: This is a new requirement for awardees that were funded in either of the past two grant funding cycles (2022 or 2023)
- Travel to a regional or national conference related to law enforcement mental health and wellness

Deliverables

The primary deliverable of these awards will be the provision of training, programming, and support services focused on officer emotional and mental health, including suicide prevention efforts, peer support, clinical and family support services for the applicant agencies. Agencies funded in either of the past two grant funding cycles (2022 or 2023) seeking FY24 LEMHWA funding will be required to develop deliverables that document the applicants' efforts, lessons learned, and promising practices and can be shared with the broader law enforcement field. These deliverables can be *Community Policing Dispatch* articles, conference presentations, webinars, brief reports, podcasts, templates, sample policies and other tools that benefits other law enforcement agencies.

Applicants will also have the opportunity to participate in a community of practice with other award recipients to promote the exchange of promising practices and help the COPS Office share ideas and lessons learned with the broader field.

Projects out of scope

- Applicants that are not state, local, tribal, or territorial law enforcement agencies will not be considered.
- Projects that do not develop or enhance training, programming, and support services focused on officer emotional and mental health, suicide prevention, and peer and officer family support services will not be considered.
- Projects that exclusively seek to purchase technology, software/mobile applications, or equipment without offering broader training, programming, or services to support those tools will not be considered.
- Projects that focus solely on health screenings or fitness programs will not be considered.

Federal Award Information: Awards, Amounts and Durations

Anticipated Number of Awards

47 awards

Anticipated Maximum Dollar Amount of Awards

\$200,000.00 per award

Period of Performance Start Date

01 October 2024

Period of Performance Duration (months)

24 months

Anticipated Total Amount to be Awarded under Solicitation

\$9,800,000.00

Federal Award Information

Depending on the quality of applications received and the availability of funding, the COPS Office may not fund every topic or subcategory or may make additional or larger awards under one or more topic area or subcategory. In addition, the COPS Office reserves the right to revise the scope of the project in an application submission and modify the associated budget proposal accordingly.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. With limited funding, the COPS Office expects a competitive solicitation.

Length of Award

The COPS Office expects to make the project period for all awards 24 months.

Type of Award

The COPS Office will make all awards from the LEMHWA solicitation in the form of grants, which does not provide for substantial involvement between the federal awarding agency and the nonfederal entity in carrying out the activity contemplated by the federal award. Grant recipients will be responsible for day-to-day project management and may reach out to the COPS Office with assistance in implementing the award. However, grant recipients will need to work with the COPS Office program manager in situations stated in the terms and conditions, such as scope changes, extensions, or conference request approvals.

Cost Sharing or Match

There is no requirement for cost sharing or a local match for these awards.

Eligibility Information

Eligibility is limited to state, local, tribal, or territorial law enforcement agencies.

Application and Submission Information

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS Office website <https://cops.usdoj.gov/>.

Completing an application under this program is a two-step process. Applicants must first register via <https://www.grants.gov> and complete an Application for Federal Assistance, Standard Form 424 (SF-424), the government-wide standard application form for federal assistance and the of Lobbying Activities, Standard Form - LLL (SF-LLL). The remainder of the application will be completed through the JustGrants System at <https://justicegrants.usdoj.gov/>.

Applicants are strongly recommended to register immediately on <https://www.grants.gov>. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants.

No other form of application will be accepted. Applications with errors or missing information may be disqualified or rated accordingly. Please note that the application system will not accept incomplete applications or applications with errors.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Content and Form of Application

This section describes in detail what an application must include. Failure to submit an application that contains all of the specified elements may negatively affect the review of its application; and should a decision be made to make an award, such failure may result in the inclusion of award conditions that prevent the recipient from accessing or using award funds until the recipient satisfies the special conditions and the COPS Office makes the funds available. Applicants must comply with any word and field limit requirements described in this solicitation.

Moreover, applicants should anticipate that an application that the COPS Office determines does not address the scope of the solicitation or does not include the application elements that the COPS Office has designated to be critical will neither proceed to peer review nor receive further consideration. For this solicitation, the COPS Office has designated the following application elements as mandatory:

- Proposal Abstract (must be brief high-level project description that summarizes the proposed project; limit abstract to 5–6 sentences)
- Application Questions (must respond to the application questions under the "Data Requested with Application" section. Please be advised there is a 250-word count limit for survey responses. (Note: review panels will not read any information past the 250-word count limit. Any information provided beyond the word limit will not be counted in your application.)
- Budget Narrative (must be submitted as an attachment in the "Budget/Financial Attachments" section)
- Budget Detail Worksheets (must use the web-based forms in "Budget and Associated Documentation" section)
- Timeline of project deliverables, milestones, activities and who will complete the activities. (must be submitted as an attachment in the "Additional Application Components" section)
- Résumés/Curricula Vitae of Key Personnel (must be submitted as an attachment in the "Additional Application Components" section)
- Letters of support, if applicable (must be submitted as an attachment in the "Additional Application Components" section - **Optional**)

Completing the Application for Federal Assistance (SF-424) and the Disclosure of Lobbying (SF-LLL) in Grants.gov

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information under discretionary programs. Applicants must complete and submit the SF-424 via <https://www.grants.gov> using the information provided on that site. Public reporting burden for this collection of information is estimated to average 60 minutes per response including time for reviewing instructions, searching existing data sources, gathering, and maintaining required data as well as completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, D.C. 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SUBMIT IT ONLINE VIA GRANTS.GOV.

Intergovernmental Review

Note: Intergovernmental Review (SF-424 Question 19): This solicitation is subject to Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget’s website for the names and addresses of Single Points of Contact (SPOC) under Intergovernmental Review: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant’s state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, such applicant is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: “Program is subject to E.O. 12372 but has not been selected by the state for review.”

Disclosure of Lobbying Activities

All applicants must complete and submit the Disclosure of Lobbying Activities (SF-LLL) form in Grants.gov. Applicants that do not expend any funds for lobbying activities should enter “N/A” in the required highlighted fields. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL.

Once the SF-424 and SF-LLL have been submitted via Grants.gov, an email will be sent to the entity’s E-Business Point of Contact (E-Biz POC) (also referred to as the JustGrants Entity Administrator) from **DIAMD-NoReply@usdoj.gov**. This email will contain registration instructions to create an account in DOJ’s secure user management system, the Digital Identity and Access Management Directory (DIAMD), or instructions on how to complete the second part of the online application through the JustGrants website.

Standard Applicant Information

Applicants must complete the web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives, verify the legal name, address, and enter the ZIP code(s) for the areas affected by the project. For statewide or nationwide projects, the applicant should enter “State” or “National” in this field.

In order for applicants to complete this section, the two Authorized Representatives must have established accounts in JustGrants after the Grants.gov portion of the application is submitted. **Please note: Users assigned as Authorized Representatives must log in into the JustGrants system to activate their account. Users will not be visible in JustGrants until they have successfully logged into JustGrants.**

The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions regarding this COPS Office application as representatives of your agency, as the legal recipient.

For guidance on who should be assigned as Authorized Representatives, please see below:

For law enforcement agencies, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the award package. Both the top law enforcement executive and the top government executive must be assigned the role of Authorized Representative in Just Grants.

For non-law enforcement agencies, (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the award package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. Both the programmatic official and the financial official must be assigned the role of Authorized Representative in Just Grants.

Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

For further assistance with accessing JustGrants, please visit the [JustGrants website](#). For further assistance with submitting an application in JustGrants, please visit the [JustGrants Training web page](#).

Proposal Abstract

Applicants are required to write and submit a proposal abstract, which should be a brief high-level project description that summarizes the proposed project 5–6 sentences. Project abstracts should explain to the reader about the projects' purpose, scope, activities, and key partners, if applicable. An abstract should be coherent, concise, and able to stand alone as a summary of the project. You should write your project abstract for a general public audience without any personally identifiable or law enforcement sensitive information as this abstract, along with other federal award information, may be published on publicly available governmentwide websites.

The abstract, which is to be entered into a text box in JustGrants, will not be scored but is used throughout the review process.

Data Requested with Application

Please refer to the following steps to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

- To **initiate** a survey, please click on the **survey title** to open.
- When you have **completed** the survey, please click the **“Finish”** button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.

- To go back to the initial **list of surveys**, go to the **“Actions”** menu at the top right corner of the screen and select **“Close”** to exit the survey review screen. The survey you just completed will still display an **“Open”** status.
- To **confirm the completed status** of your survey, go back to the **“Actions”** menu and select **“Refresh.”** The status of your completed survey will change to **“Resolved-Completed.”**
- If you would like to **verify** the survey responses of a completed survey, you may click the **survey title** to reopen the selected survey and **view** your saved responses.
- If you would like to **change and/or update** the survey responses of a completed survey, you may click the **“Re-open”** option to **update** your saved responses.
- Remember, to **confirm the status** of a completed survey, you will need to click the **“Actions”** menu and **“Refresh.”**

A copy of the survey questions required for this solicitation can be found at <https://cops.usdoj.gov/lemhwa>.

Budget and Associated Documentation

Applicants must complete the web-based budget sheets in JustGrants and attach a separate budget narrative in the “Budget/Financial Attachments” section. The organization must create and attach a budget narrative that describes each item requested or group of similar items requested and links each item or group of items to the proposed project. All items will be reviewed on a case-by-case basis and in context of the allowable and unallowable costs lists.

Applicants must submit reasonable budgets based on the resources needed to implement their proposed projects. The budget should display a clear link between the specific project activities and the proposed budget items. It should not contain any items that are not detailed in the applicant's application questions.

The separate budget narrative should thoroughly and clearly describe every category of expense listed in the budget detail worksheets contained in this application. The COPS Office expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its separate budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality. Consideration will be given to budget proposals that maximize the direct funding that supports project activities.

The budget narrative should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. The budget should describe costs by year and should cover the full project period of two years.

In some circumstances, the budget and budget narrative will be reviewed separately from the applicant's application questions. Therefore, it is very important that the budget narrative be as comprehensive as possible and describe in a narrative format each line item requested in the budget. The budget narrative should not be used to explain deliverables or project activities that are not included in the applicant's application questions.

Deliverables and activities that are solely listed in the budget narrative and not described in the applicant's application questions (and vice versa) will be scored negatively during the peer review process.

Applicants should submit projects that are scalable where appropriate. Note that the COPS Office may reduce funding for selected projects based on the number of awards selected. The COPS Office may revise the proposed scope and modify the associated budget proposal accordingly.

Each requested budget item must be allowable, necessary, allocable, and reasonable to the project activities.

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the federal award. Requests for reimbursement of items purchased or expenses incurred prior to the award start date will not be funded. All such costs incurred prior to award and prior to approval of the costs are incurred at the sole risk of the applicant. **NOTE: For awards made to states or units of local government (including law enforcement agencies), requests may be made only for items or positions that are not otherwise budgeted with state, local, or Bureau of Indian Affairs (BIA) funds and would not be funded in the absence of this COPS Office award (see award condition IV, "Nonsupplanting requirement").**

For-profit organizations (as well as other recipients) must forgo any profit or management fee.

Each of the categories that follows includes definitions as well as information on frequent requests as well as typically allowable and unallowable costs. The unallowable lists are not exhaustive and are generally considered unallowable for the entire solicitation, irrespective of where the applicant adds the requested item in the budget. **The COPS Office reserves the right to deny funding for any items that may not be included in this solicitation.**

The COPS Office is providing a template for the budget narrative that can be used as a voluntary tool to assist your organization in developing this required document. You will be able to access the template (Microsoft Word document) in the FY24 Resource Guide for Community Policing Advancement (CPA) Programs located at [How to Apply](#) web page. Note that instructions in the template are provided in

italics. If you choose to use this template, please make sure to delete the instructions before submitting. In addition, the COPS Office is providing an example budget narrative, which can also be found in the FY24 Resource Guide for Community Policing Advancement (CPA) Programs.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant]. Budget Narrative.”

Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats.

Budget Worksheet and Budget Narrative (Web-based Form)

Budget requests may be made in the following categories:

- Civilian personnel (base salary and fringe benefits)
- Travel
- Equipment
- Supplies
- Sub-awards
- Procurement contracts
- Other costs
- Indirect costs

Allowable Costs

All items requested will be considered on a case-by-case basis during the budget review process. Items under the program must be purchased using the guidelines established by the appropriations legislation that governs this funding. In addition, each item requested must programmatically link to the activities described in your application. To the extent permitted by law and practicable under a federal award, recipients and subrecipients must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. See 2 C.F.R. § 200.322.

For each request, applicants must complete the web-based budget form. The cost should be broken down to the lowest form.

The “additional narrative” section should be used to describe and justify why the item is necessary for the success of the project. Provide any additional calculations that make up the base cost.

Allowable Civilian Personnel

For Civilian/non-sworn positions

Salaries of personnel are costs based on the percentage of time spent (full time equivalent [FTE]) working directly on the project. The total salary percentage should be comparable and consistent with organizational policy. The total amount paid is comparable to industry standards and the type of work being performed.

A recipient may not use federal funds to pay total cash compensation to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the Federal Government's Senior Executive Service (SES) at an organization with a Certified SES Performance Appraisal System for that year. The salary table for SES employees is available at the Office of Personnel Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with nonfederal funds. (Nonfederal funds used for any such additional compensation will not be considered matching funds.) If only a portion of an employee's time is charged to a COPS Office award, the maximum allowable compensation is equal to the percentage of time worked times the maximum salary limitation.

For each civilian personnel request, applicants must complete the web-based form. If the individual will be working more than one year on the project, applicants will have the option to copy a year.

The "additional narrative" section should be used to describe the employee's roles, responsibilities, and activities related to the work to be completed on the project. If the salary increases from one budget year to another because of cost of living increases, be sure to detail these increases in the budget description.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Job description
- Organizational pay scales or written annual salary per position
- Résumés/vitae

Completing civilian base salary

If you are not requesting any civilian base salary, move to the next section.

Allowable Fringe Benefits

For Civilian/non-sworn positions

Fringe benefits are allowances and services provided by the organization to its employees as compensation in addition to regular salary. Fringe benefits should be based on actual known costs or an established formula. Typical fringe benefits include the following:

- Federal Insurance Contributions Act (FICA) taxes—includes Social Security and Medicare and cannot exceed 7.65 percent (6.2 and 1.45 percent respectively)
- Health insurance—individual or family
- Life insurance
- Vacation
- Sick leave
- Retirement
- State unemployment compensation insurance
- Federal unemployment tax
- Worker’s Compensation insurance
- Other fringe benefits may include holidays, military leave, bereavement leave, sabbatical leave, severance pay, jury duty, state disability insurance, pension plan, 401(k) plan

Applicants will need to provide the appropriate percentage for each fringe benefit that the individual is allocated per the employee benefits. Note, the system will not allow more than 6.2% for Social Security and 1.45% for Medicare.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Written organization policies regarding fringe benefits
- Organizational fringe rate agreement

Completing fringe benefits

If you are not requesting any civilian base salary, move to the next section.

Allowable Travel

Travel costs include the costs of transportation, lodging, meals, temporary dependent care, and incidental expenses incurred by personnel while on official business, such as attendance at an award-related meeting or conference when travel is further than 50 miles from program location. Travel and

subsistence estimates are based on the contemplated number of trips, places to be visited, length of stay, transportation costs, subsistence allowances, and the recipient's own travel policies. For additional guidance, please see the Uniform Guidance 2 C.F.R. § 200.475.

When charging travel costs to federal awards, award recipients must indicate the source of travel policies applied (applicant or federal travel regulations). If a recipient does not have a written travel policy, it must adhere to the Federal Travel Regulations (FTR). For information on the FTR and U.S. Government General Service Administration (GSA) per diem rates by geographic area, please visit <https://www.gsa.gov/travel/plan-book/per-diem-rates>. For all applicants (with or without a written travel policy), airfare travel costs must be one of the following: the lowest discount commercial airfare, standard coach airfare, or the Federal Government contract airfare (if authorized and available).

Temporary dependent care costs above and beyond regular dependent care that directly results from conference travels are allowable as long as the costs incurred (1) are a direct result of the individual's travel for the federal award; (2) are consistent with the recipient's documented travel policy for all entity travel; and (3) are only temporary during the travel period.

The only individuals traveling who should be charged in this section are those listed in "Civilian personnel." All other individuals traveling for the project, including participant and consultant travel, should be listed under "Sub-awards" or "Procurement Contracts." This section should also include any training costs for the primary applicant, all other training costs should be listed under "Sub-Awards," "Procurement Contracts," or "Other Costs" as appropriate.

For each travel request, applicants must complete the web-based form. Each trip should be entered as an individual entry rather than a group of trips.

The "additional narrative" section should be used to describe the purpose of the trip, proposed destination, trip duration by day/night, and list of individuals traveling as well as a detailed cost breakdown for each travel category (lodging, per diem, etc.). The cost breakdown should include

- mode of transportation and proposed fare per trip (airfare, train, etc.) broken down by day;
- mileage allowances if private vehicle will be used;
- per diem rates for the destination per day (including full per diem and travel day per diem);
- lodging costs per night;
- transportation fees per day;
- parking fees per day.

Additional documentation that may need to be uploaded in the "Budget/Financial Attachments" section includes the following:

- Organizational travel policy

Completing Travel

If you are not requesting any travel, training, or conferences, move to the next section.

Allowable Equipment

Necessary equipment must be specifically purchased to implement or enhance the proposed project. Equipment is tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds \$5,000. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in “Procurement Contracts.”

All equipment items must be clearly linked to the enhancement or implementation of the project. For each equipment request, applicants must complete the web-based form.

The “additional narrative” section should be used to describe the type of equipment with a description and justification explaining why the equipment is necessary for the success of the project. The description should provide any additional calculations that make up the base cost and the justification should explain that this equipment is not available or accessible to project personnel without specifically purchasing through this award.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Narrative of the procurement method
- Sole Source Justification (see the Sole Source Justification fact sheet for further guidance)

Completing Equipment

If you are not requesting any equipment move to the next section.

Allowable Supplies

Supplies means all tangible personal property other than those items described under “Equipment.” Supplies costs consist of those incurred for purchased goods and fabricated parts directly related to an award proposal. Supplies differ from equipment in that they are consumable, expendable, and of a relatively low unit cost, defined as less than \$5,000 per unit. Such costs may include paper, printer ink, pens, pencils, laptops, etc. A computing device is a supply if the acquisition cost is less than \$5,000, regardless of the length of its useful life.

For broad category requests (such as “office supplies”), explanation for project amounts should be provided with calculations. Broad grouping of items under supplies will be limited to \$50 per month; otherwise items must be individually captured and justified in the budget request.

For any training awards, the COPS Office allows the purchase of flash drives or USB devices to distribute training materials with approval prior to purchasing.

All supply items must be clearly linked to the enhancement or implementation of the project. Examples of such items may include the following:

- Books
- Computers/laptops
- General office supplies
- Peer support team identification (name badges, pins, lanyards, etc.)
- Training manuals/ materials
- Wellness on-the-go bags

For each supply request, applicants must complete the web-based form. The cost should be broken down to the lowest form; therefore, if you are requesting \$50 per month for office supplies, the calculation should be 12 x \$50 and not 1 x \$600.

The “additional narrative” section should be used to describe and justify why the supplies are necessary for the success of the project. Provide any additional calculations that make up the base cost.

Completing Supplies

If you are not requesting any supplies, move to the next section.

Allowable Sub-awards

The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. Pursuant to 2 C.F.R. § 200.1, a sub-award is for the purpose of carrying out a portion of the federal award, and a contract is for the purpose of purchasing goods and services needed to carry out the program or project under the federal award. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. The same allowable and unallowable costs that apply to the federal award apply to sub-awards.

Any recipient of an award will be responsible for monitoring sub-awards and contracts in accordance with all applicable statutes, regulations, and guidelines. Primary recipients will be responsible for oversight of subrecipient spending and monitoring specific performance measures and outcomes attributable to the use of COPS Office funds. The recipient will ensure that the award terms and conditions flow down to its subrecipients including all applicable uniform administrative requirements, cost principles, and audit requirements. The recipient will also ensure that subrecipients maintain effective control and accountability over all funds, property, and other assets covered by subawards and that each subrecipient establishes and uses internal fiscal and program management procedures sufficient to prevent fraud, waste, or abuse.

Completing Sub-awards

If you are not requesting any sub-award costs, move to the next section.

Allowable Procurement Contracts

The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. Pursuant to 2 C.F.R. § 200.1, a sub-award is for the purpose of carrying out a portion of the federal award, and a contract is for the purpose of purchasing goods and services needed to carry out the program or project under the federal award. Contracts must directly contribute to the implementation or enhancement of the project. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. The same allowable and unallowable costs that apply to the federal award apply to sub-awards. Keep in mind that the awarding and monitoring of contracts must follow documented procurement procedures, including full and open competition, pursuant to the procurement standards in 2 C.F.R. §§ 200.317– 200.327, and the issuance of sub-awards must meet the requirements of 2 C.F.R. § 200.331.

Consultant expenses include the procurement of goods or services that directly contribute to the implementation or enhancement of the project. The use of a consultant should be more economical than direct employment. Compensation for individual consultant services procured under a COPS Office award must be reasonable and allocable in accordance with Office of Management and Budget (OMB) cost principles, and consistent with that paid for similar services in the marketplace. The services should be commensurate with the rate or salary paid by the primary employer.

Unless otherwise approved by the COPS Office, independent consultant rates will be approved based on the salary a consultant receives from his or her primary employer, as applicable, up to \$650 per day (or \$81.25 per hour). Please note that this does not mean that the rate can or should be as high as \$650 for all consultants. If individuals receive fringe benefits from their primary employer, such fringe benefit costs should not be included in the calculation of consultant rates. A consultant rate justification will need to be submitted for review and approval to the COPS Office for any consultants paid more than \$650 per day prior to incurring any costs. Determinations of approval will be made on a case-by-case basis.

Consultant travel costs follow the same guidelines as “Travel” but should be costs associated with consultant travel. These costs should not be reflected in the “Civilian personnel” or “Travel” categories.

All sole source procurements of goods and services (those not awarded competitively) in excess of the simplified acquisition threshold amount (currently \$250,000) require prior approval from the COPS Office.

All other consultant-related expenses should be included in this section such as supply and equipment requests. The same guidelines as previously stated in the above sections will apply.

All procurement contracts must be clearly linked to the enhancement or implementation of the project. Examples may include the following:

- Dietician/nutrition services
- Non-clinical therapeutic programming (services must be provided by a mental health professional)
- Yoga/mindfulness instruction
- Counseling / clinical services (for officers, non-sworn staff, families, and retirees; no sports psychologists or life coaches)
- Peer support services/training
- Suicide prevention services/training
- Stress reduction services/training
- Financial literacy services/training
- Retirement readiness services
- Guest speakers (mental health and wellness topic areas)

For each procurement contract request, applicants must complete the web-based form.

The “additional narrative” section should be used to describe and justify the product or services to be procured by sub-award including the nature and scope of goods purchased, price proposals, and length of contract. Procurement contract travel requests should follow the same guidance as the “travel” section. Provide any additional calculations that make up the base cost.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Consultant Rate Justification (see the Consultant Rate Justification fact sheet for further guidance)
- Consultant résumés/vitae
- Organizational travel policy
- Sole Source Justification (see the Sole Source Justification fact sheet for further guidance)

Completing Procurement Contracts

If you are not requesting any procurement contract costs, move to the next section.

Allowable Other Costs

Items not included in the previous categories but that have a direct correlation to the overall success of a recipient's project objectives and are necessary for the project to reach full implementation will be considered on a case-by-case basis by the COPS Office. Requests that may fall under the "other" category include:

- Rent (see next paragraph for more details)

Rental costs are generally allowable under this solicitation when the costs are not included in indirect costs. Applicants should list square footage cost in the budget. The amount must be based on the space that will be allocated to implement the COPS Office project, not the costs of the entire rental space.

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate. For additional information, see the "Civil Rights".

For applicants that anticipate using COPS Office funds to cover only a portion of a particular service they provide, the budget should prorate operational costs like rent and phone service accordingly.

Completing Other Costs

If you are not requesting any other costs, move to the next section.

Indirect Costs

Overview of indirect costs

Indirect costs means those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to a particular project but necessary to the operation of the organization and the performance of the project.

Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries.

If a cognizant federal agency has approved your negotiated indirect cost rate, the negotiated rate must be accepted by all federal awarding agencies, unless otherwise capped by federal statute or regulation.

Indirect cost rates may vary depending on your cognizant federal agency determinations. In some cases, project budgets may include more than one rate, particularly when offsite activity is conducted at a location other than the organizations premises. Note: Ensure the indirect calculation is in accordance with your organization's indirect cost rate agreement.

Expired indirect cost rate agreement

If your indirect cost rate agreement has expired, you should either renegotiate the rate or request a one-time extension from your cognizant agency. The negotiated cost rate may be extended for up to four years. Once the cognizant federal agency has approved your extension, you must abide by the rate for the agreed-upon time period. No further negotiations regarding indirect cost rates may occur until the extension has expired. At the end of the extension period, you must then negotiate a new indirect cost rate.

De minimis indirect cost rate

If you do not have a current negotiated or provisional indirect cost rate, except for those nonfederal entities described in 2 C.F.R. Part 200, Appendix VII to Part 200, paragraph D.1.b., you may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely. When using this method, cost must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Also, if this method is chosen, then it must be used consistently for all federal awards until such time as you choose to negotiate an indirect cost rate (which may be done at any time). No documentation is required to justify the 10 percent de minimis indirect cost rate. See 2 C.F.R. § 200.414(f).

If you elect to negotiate an indirect cost rate with your cognizant federal agency, a special condition will be added to the award prohibiting the obligation, expenditure, or drawdown of funds reimbursement for indirect costs until an indirect cost rate has been approved by your cognizant federal agency, and the appropriate notification has been made retiring the special condition.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at <https://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf>.

Exception: If you are a unit of local government in which the Office of Management and Budget (OMB) has not assigned a cognizant federal agency, then you are not required to submit your indirect cost proposal, unless the awarding agency requires a copy of the proposal. Please see the appropriate appendix section in 2 C.F.R. Part 200 as listed above.

Approval of indirect cost rates for subrecipients

As the direct recipient, you are responsible for approving indirect cost rates for your subrecipients if funded. Such rates must be consistent with the requirements of 2 C.F.R. Part 200. The COPS Office will not approve indirect cost rates beyond the direct recipient level; however, subrecipients who are also direct recipients of federal awards may already have a federally approved indirect cost rate. If your subrecipient has negotiated an indirect cost rate with the Federal Government, then that rate applies.

The subrecipient rates should not be included in this section, but rather under the "Sub- awards" or "Procurement Contracts" sections.

Calculating direct cost base

The following direct cost bases may be used as a distribution base:

- **Modified total direct cost (MTDC)**—This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency.
- **Direct salaries and wages**—This base includes only the costs of direct salaries and wages incurred by the organization.
- **Direct salaries and wages plus fringe benefits**—This base includes the costs of direct salary, wages and fringe benefits incurred by the organization.

Exclusions in direct cost bases

Applicants should pay particular attention to the two areas listed below to ensure that their indirect cost rate application is in compliance with the existing requirements of the government-wide award rules set out in the Office of Management and Budget (OMB) circular and regulations:

- **\$25,000 Subcontract/Subaward limitation.** For institutions of higher education and nonprofit organizations, indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first \$25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference related subcontracts and subawards, including those with hotels and travel agents. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.400 et seq.)
- **Participant support costs.** For nonprofit organizations, in accordance with 2 C.F.R. part 200, Appendix IV to 2 Part 200, paragraph B.2.c.—Indirect (F&A) Costs Identification and Assignment and Rate Determination for Nonprofit Organizations: “The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as [contracts or] subawards for \$25,000 or more), direct salaries and wages, or other base which results in an equitable distribution. The distribution base must exclude participant support costs as defined in § 200.1. Participant support costs.”

Please note that only employees of the nonprofit organization are excluded from the definition of participant support costs. Costs related to contractors of the nonprofit organization who are acting in the capacity of a conference trainer/instructor/presenter/ facilitator are considered participant support costs. For more information on allowable costs for conferences and training, please visit https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

If you need additional information on an indirect cost rate negotiated agreement, go to the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/doj/index.htm>.

The “additional narrative” section should be used to describe the breakdown of the calculation as well as provide any additional calculations that make up the base cost. Include the expiration date and the cognizant agency name.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Current, signed, federally approved indirect cost rate negotiated agreement
 - If your organization does not have a provisional or current indirect cost rate negotiated agreement or it is expired and under review, the applicant must submit supporting documents to show the applicant’s cognizant federal agency is reviewing the request. The COPS Office may disallow or freeze access to indirect funds until a provisional or current indirect cost rate negotiated agreement is provided.

Ensure that each type of indirect cost rate (provisional, final, predetermined, fixed, etc.) is identified. For institutions of higher education and other institutions where multiple indirect rates are applied, please enter each indirect rate as a separate line item with calculation breakdown and description for which each rate applies.

Unallowable Costs: Requests will not be funded

There are no allowable costs in this section. For allowable costs, please see the “Allowable Costs” section above. The items listed in this section are generally considered unallowable and are rarely approved by the COPS Office. Before including any of these items in your budget and application, please contact the COPS Office at AskCopsRC@usdoj.gov. This is not an exhaustive unallowable costs list, and items not listed below will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items not included on this unallowable cost list. Requests for reimbursement of items purchased, expenses incurred, or individuals hired prior to the award start date will not be funded.

Unallowable Civilian personnel (base salary and fringe benefits)

Base salary

Typically, unallowable civilian personnel costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- If your organization charges an indirect cost, those costs normally include the following positions and therefore these positions should not be charged as personnel costs to avoid possible duplication:
 - Administration (e.g., director or program head)
 - Clerical (e.g., secretary or administrative assistant)

- Accounting (e.g., controller or bookkeeper)
- Procurement (e.g., purchasing director or stockroom clerk)
- Housekeeping and maintenance (e.g., custodial and janitorial, repairman, or grounds keeper)

NOTE: These positions can be charged directly if the individual is working a significant amount of time on the project. This will be approved on a case-by-case basis and your narrative should significantly articulate the need to charge these directly if applicable.

- For awards made to states or units of local government (including law enforcement agencies), salaries and benefits for positions (including exempt employees) that are already budgeted with state, local, or Bureau of Indian Affairs (BIA) funds and would be funded in the absence of this COPS Office award are also not allowed.
- Salaries and benefits of personnel that do not work directly on the project.
- Salaries and benefits for contract or consultant personnel (these should be placed under "Sub-awards" or "Procurement Contracts", as applicable).

Unallowable Fringe benefits

Typically, unallowable fringe benefit costs include, but are not limited to, the following (Note: these are typically unallowable no matter which category they are placed under):

- Bonuses or commissions
- If your indirect cost rate agreement includes fringe benefits, you may not charge these costs directly to the project

Other Unallowable Items

- 3D printers and associated equipment
- Activities run by organizations whose primary focus is Performance Training / Peak Performance Training / Athletic Performance
- Advertising and public relations designed solely to promote the recipient
- Ammunition (live and training)
- Audit requirements are unallowable (if the applicant organization did not meet the applicable expenditure threshold during the organization's fiscal year, the cost of any audit performed may not be charged to the award)
- Bar charges/alcoholic beverages
- Bayonets
- Bikes and associated equipment
- Biometric technology

- Body armor
- Body metric equipment such as blood pressure monitors and FitBits
- Body-worn cameras
- Bomb detection technology
- Bulletproof vests and accessories
- Buses/shuttles/transit vans (purchasing or leasing)
- Camouflage uniforms
- Certification to become a Personal Trainer
- Closed-circuit televisions (CCTV)
- Communication boxes
- Commuting costs including to and from program location
- Compensation of federal employees (this category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time federal employees)
- Computer aided dispatch (CAD) systems/records management systems (RMS)
- Conference exhibit displays such as backdrops and retractable banners
- Conference or event swag, including t-shirts, bags, or mugs
- Construction costs
- Copiers
- Corporate formation (startup costs)
- Costs exceeding Federal Travel Regulations if no other organizational written policy is supplied that supersedes these established rates
- Costs for audits not required or performed in accordance with the Office of Management and Budget (OMB) Circular A-133 or 2 C.F.R. Part 200 Subpart F – Audit Requirement are unallowable. If the applicant organization did not meet the applicable expenditure threshold during the organization’s fiscal year, the cost of any audit performed may not be charged to the award
- Costs incurred for intramural activities, student publications, student clubs, and other student activities
- COVID-19 test kits
- Credit card fees
- Criminal intelligence systems

- Displays, demonstrations, or exhibits
- Electronic control weapons (ECW)/Tasers
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Equipment with a physical wellness focus (saunas, cold plunges)
- Explosives
- Extracurricular expenses for youth programs, including t-shirts, meal plans, giveaways, swag bags, and games
- Firearm investigation equipment
- Firearms (including training firearms)
- Fitness equipment (including yoga equipment)
- Floor and wall mats/pads
- Food and beverages at conferences, meetings, or trainings your organization is hosting
- Foreign travel
- Fuel for general patrol vehicles
- General law enforcement vehicles, including patrol cars and leased vehicles (for purposes of the CPD CIT program, purchase and leasing of non-patrol vehicles is allowable)
- Golf carts/motorized personal vehicles
- GPS and Easy Pass rentals (when renting a car)
- GPS devices
- Grenade launchers
- Gunshot detection equipment and technology
- Gym memberships and subscriptions
- Handcuffs, weapons, and ammunition (including training ammunition)
- Health screenings
- Land acquisition including renting, leasing, or construction of buildings or other physical facilities
- Laser spectroscopy devices
- Laundry services while on travel
- License plate readers (LPR) and associated software

- Live animals (including dogs and horses) including associated supplies, food, transportation, and veterinary expenses
- Local travel costs (lodging, meals, per diem, or transportation costs) within a 50-mile radius of the project location
- Maintenance and enhancements (such as mounts) of patrol vehicles (for purposes of the CPD PACT program, maintenance of non-patrol vehicle purchased or leased under PACT funding is allowable)
- Maintenance and/or service contracts that extend the life of the award period (multiyear contracts and extended warranties are allowable but must be paid in full within the initial award period and must not exceed the award period)
- Manned aircraft
- Martial arts training
- Massages (i.e. therapeutic or otherwise)
- Massage chairs and associated equipment
- Membership fees to organizations whose primary activity is lobbying
- Metal detectors
- Mileage reimbursement, rental cars, parking fees, and/or taxi fare for local travel within a 50-mile radius of the project location
- Militarized equipment
- Mobile data terminals (MDT)
- Narcan
- Non-motorized vehicles
- Office rental/lease space, except for costs proportionate to work conducted under this solicitation (if included within an indirect cost rate negotiated agreement)
- Paying for meals other than your own
- Personal protective equipment or gear
- Promotional items and memorabilia, including challenge coins, models, gifts, and souvenirs
- Publishing services (the COPS Office provides editing, graphic design, and printing services for deliverables and other project materials; therefore, these costs cannot be directly charged unless approved on a case-by-case basis)
- Radios for law enforcement (for purposes of the CIT program, radios to be used by behavioral/mental health providers are allowable)
- Recreation equipment (including tents and coolers)

- Recreational supplies (such as Frisbees)
- Rental costs are not allowable for property owned by the applicant or if the applicant has a financial interest in the property. In this case only the costs of ownership, including maintenance costs, insurance, depreciation, utilities, etc., are allowable costs. The applicant must indicate in the budget narrative whether or not they own the space that will be rented.
- Robotic cameras
- Scholarships, fellowships, and other programs for student aid (exceptions are for institutions for higher education)
- Servers
- Shared items between projects—if supplies or equipment is to be used for concurrent projects, this should be captured in your indirect costs. If your organization does not have an indirect cost rate agreement, this may be proportionally charged as direct with prior approval.
- Simulators/augmented reality programs
- Sleep pods
- Surveillance equipment
- Sworn officer salaries and fringe benefits (except sworn overtime and related overtime FICA, worker’s compensation, and unemployment compensation fringe benefits – see allowable other costs section above)
- Tactical gear
- Thermal imaging devices
- Tips/gratuities
- Tracked (armored) vehicles
- Traffic equipment (such as cones, message boards)
- Trailers
- Trophies, medals, certificates, and other awards
- Unmanned aerial vehicles (drones)
- Video surveillance (including security systems)
- Uniforms (including helmets, boots)
- Weaponized aircraft, vessels, and vehicles of any kind

Consolidated Category Summary

You will be able to review the category totals and the total project costs under this section. To make any changes to a particular category, please use the navigation on the right of the screen.

Noncompetitive Justification

As applicable, applicants will attach the noncompetitive justification (or sole source justification). Additional guidance can be found in the [Sole Source Justification fact sheet](#).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Noncompetitive.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Indirect Cost Rate Agreement (if applicable)

As applicable, applicants will attach the indirect cost rate agreement. Additional guidance can be found in the [Indirect Cost Rate Agreement fact sheet](#).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Indirect Costs.”

Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system- validated version submitted.

Consultant Rate

As applicable, applicants will attach the consultant rate justification. Additional guidance can be found in the [Consultant Rate Justification fact sheet](#).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Consultant Rate.”

Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Budget Narrative

Applicants must attach a separate budget narrative. The organization must create and attach a budget narrative that describes each item requested or group of similar items requested and links each item or group of items to the proposed project. All items will be reviewed on a case-by-case basis and in context of the allowable and unallowable costs lists.

Applicants must submit reasonable budgets based on the resources needed to implement their proposed projects. The budget should display a clear link between the specific project activities and the proposed budget items. It should not contain any items that are not detailed in the applicant's application questions.

The separate budget narrative should thoroughly and clearly describe every category of expense listed in the budget detail worksheets contained in this application. The COPS Office expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its separate budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality. Consideration will be given to budget proposals that maximize the direct funding that supports project activities.

The budget narrative should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. The budget should describe costs by year and should cover the full project period of two years.

In some circumstances, the budget and budget narrative will be reviewed separately from the applicant's application questions. Therefore, it is very important that the budget narrative be as comprehensive as possible and describe in a narrative format each line item requested in the budget. The budget narrative should not be used to explain deliverables or project activities that are not included in the applicant's application questions.

Deliverables and activities that are solely listed in the budget narrative and not described in the applicant's application questions (and vice versa) will be scored negatively during the peer review process.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant]. Sole Source.” Recommended file formats

are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Memoranda of Understanding (MOU) and Other Supportive Documents

As applicable, applicants will attach the any memoranda of understanding or partner agreements in this section.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].MOU.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Additional Application Components

As applicable, applicants will attach the following additional application attachments in this section:

- Curriculum Vitae or résumés (up to three key project staff detailing work and educational history and highlighting any experience that is relevant to their ability to successfully carry out the proposed project)
- Timeline of project deliverables, milestones, activities and who will complete the activities
- Letters of Support

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Resume.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Curricula Vitae or Résumés

As applicable, applicants will attach the Curriculum Vitae or résumés for up to three key project staff detailing work and educational history and highlighting any experience that is relevant to their ability to successfully carry out the proposed project).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Resume.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Letters of Support

As applicable, applicants will attach letters of support.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Support.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Timeline Form

Applicants must attach a separate timeline of project deliverables, which are mapped to the goals and objectives of the proposed initiative, and include milestones, activities and who will complete the activities. The timeline attachment should be uploaded in the “Additional Application Components” section of this application. If awarded funding, the information provided in the timeline attachment will be used in performance reporting and recipients will have to provide a status on the goals, objectives, deliverables, timeline. The COPS Office encourages applicants to review and link their goals and objectives to the solicitation goals and requirements.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Timeline.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Disclosures and Assurances

Disclosure of Lobbying Activities

Important: All applicants must complete the SF-LLL Disclosure of Lobbying Activities in Grants.gov prior to beginning the application process in JustGrants. NOTE: Applicants that do not expend any funds for lobbying activities should enter “N/A” in the required highlighted fields.

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

If this applies to your organization, you are required to complete the disclosure form via grants.gov. If you need to submit additional forms, please submit them as attachments to your application online in the “Additional Application Components” Section.

DOJ Certified Standard Assurances

Applicants to COPS Office programs are required to sign and acknowledge the standard DOJ Assurances form in JustGrants. Signing this document assures the COPS Office that you have read, understood, and accepted the award terms and conditions as outlined in the Assurances. Please read this document carefully, as signatures on this document are treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to fund the covered award. Full text of the Certified Standard Assurances and Terms and Conditions is available in the FY24 Resource Guide for Community Policing Advancement (CPA) Programs at https://cops.usdoj.gov/pdf/2024ProgramDocs/CPA_Resource_Guide.pdf.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Applicants to COPS Office programs are required to sign and acknowledge the standard DOJ Certifications form in JustGrants. Signing this document assures the COPS Office that you have read, understood, and accepted the award terms and conditions as outlined in the Certifications.

Please read this document carefully, as signatures on this document are treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered award. See appendices for the full assurances and certifications, which can all be found in the [FY24 Resource Guide for Community Policing Advancement \(CPA\) Programs](#).

An explanation is required when the applicant is unable to certify to certain statements in the “Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing” form (if applicable). When the applicant is unable to certify to specific statements identified in this Certifications form, the applicant must attach an explanation. The applicant is still required to sign the Certifications form to certify to all the other applicable statements. Please see [FY24 Resource Guide for Community Policing Advancement \(CPA\) Programs](#) for a copy of this Certifications form.

The certifications are as follows:

1. The applicant understands that, as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source, and
2. The applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

Declaration and Certification to DOJ as to Application Submission

Applicants must read and acknowledge the statements in the Declaration and Certification.

Federal Civil Rights and Award Review

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

How to Apply

Federal regulations require that an applicant for federal funding (1) be registered in SAM before submitting its application, (2) provide a valid unique entity identifier in its application, and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The COPS Office may not make an award to an applicant until the applicant has complied with all applicable Unique Entity Identifier (UEI) and SAM requirements and, if an applicant has not fully complied with these requirements by the time the COPS Office is ready to make an award, the COPS Office may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200 and 25.205 and the Award Terms and Conditions for further information.

Please follow the steps listed here to ensure your application is submitted by the deadline for this solicitation. Applicants should register online with SAM and with Grants.gov well in advance of the JustGrants deadline.

Step 1: Register with SAM database/Confirm Unique Entity Identifier (UEI) number

The Unique Entity Identifier (UEI) issued by SAM is a 12-character alphanumeric value and, once issued, will not change. Entities that are currently registered in SAM.gov already have a Unique Entity ID (SAM) which can be viewed in SAM.gov. The transition to UEI (SAM) will not impact an entity's registration expiration date or when renewal is necessary.

System of Award Management (SAM) registration and renewal can take as long as 10 business days to complete.

If you do not have an Employer Identification Number (EIN), the process can take up to five weeks to obtain an EIN from the Internal Revenue Service. There is no fee associated with these processes. These processes cannot be expedited.

SAM registration procedures can be accessed at <https://www.sam.gov>.

The person registering with SAM will be the designated SAM E-Business (E-Biz) Point of Contact (POC), who can assign the people who submit applications for the organization (your Authorized Organization Representatives). In addition, you must review your SAM registration once a year.

Step 2: Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password.

Complete the AOR profile on Grants.gov and create a username and password. An applicant entity's "Unique Entity Identifier (UEI)" must be used to complete this step. For more information about the registration process for organizations and other entities, visit the [Grants.gov registration page](#). Individuals registering with Grants.gov may visit the [Applicant Registration page](#).

Step 3: Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).

The SAM E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. The E-Biz POC will need the Marketing Partner Identification Number (MPIN) password obtained when registering with SAM to complete this step. Note that an organization can have more than one AOR.

Step 4: Search for the funding opportunity on Grants.gov.

Search using the Assistance Listing Title and the Funding Opportunity Number from the solicitation.

Step 5: Access Funding Opportunity and Application Package from Grants.gov.

Select “Apply for Grants” under the “Applicants” column. Enter your email address to be notified of any changes to the opportunity package before the closing date. Click the Workspace icon to use Grants.gov Workspace.

Step 6: Complete and Submit the SF-424 and SF-LLL via Grants.gov.

Within 48 hours after submitting the SF-424 and SF-LLL, the applicant should receive two notifications from Grants.gov. The first will confirm the receipt of the SF-424 and SF-LLL. The second will state whether the SF-424 and SF-LLL has been validated and successfully submitted, or whether it has been rejected due to errors, with an explanation. It is possible to first receive a message indicating that the application is received, and then receive a system-generated rejection notice a few minutes or hours later. Submitting the SF-424 and the SF-LLL well ahead of the Grants.gov deadline provides time to correct the problem(s) that caused the rejection. These system-generated rejection notices are due to inaccurate data or incomplete applications.

Important: DOJ urges each applicant to submit the SF-424 and the SF-LLL at least 72 hours prior to the Grants.gov due date to allow time to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification. Verify the application deadline (date and time) in the solicitation.

Step 7: Register the Entity Administrator (E-Biz POC) and the Application Submitter with DOJ’s Justice Grants System (JustGrants).

(Application Submitters and E-Biz POC Users with an existing JustGrants Account may skip to step 8.)

Within 24 hours of JustGrants receiving an application from Grants.gov, the user submitting the application in Grants.gov and SAM E-Biz POC will receive an email to register for a JustGrants account. The email is from DOJ’s secure user management system (DIAMD) and will include instructions on how to create an account.

To ensure that you receive these emails and that they are not flagged as spam, we recommend adding **DIAMD-NoReply@usdoj.gov** to the trusted sender list in your email settings.

The E-Biz POC at the applicant organization serves as the Entity Administrator and must log in to JustGrants to confirm the entity’s profile, add users, and assign the two required Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official). The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions for your agency, as the legal recipient. For guidance on who should be assigned as Authorized Representatives, please see below:

For law enforcement agencies, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the award package. Both the top law enforcement executive and the top government executive must be assigned the role of Authorized Representative in Just Grants.

For non-law enforcement agencies (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the award package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. Both the programmatic official and the financial official must be assigned the role of Authorized Representative in Just Grants.

Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

The user who submitted the application in Grants.gov serves as the Application Submitter. Within minutes of completing your JustGrants account registration, the Application Submitter and the E-Biz POC (Entity Administrator) users will receive an email from JustGrants with a link to the application started in Grants.gov.

Application Submitters and E-Biz POC Users with a JustGrants Account

Step 8: Review and Invite the Two Required Authorized Representatives in JustGrants

The Entity Administrator will need to log into JustGrants to review and assign the required two Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official). The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions for your agency, as the legal recipient. For guidance on who should be assigned as Authorized Representatives, please see guidance above.

If an Authorized Representative needs to be invited, the Entity Administrator will need to invite the individual to receive a JustGrants account. These actions are required before an application can be submitted.

Within minutes of being invited to be an Authorized Representative, the individual will receive an email from **DIAMD-NoReply@usdoj.gov** with instructions on how to create an account in DOJ's secure user management system.

Once the Authorized Representatives receives the email and completes the steps to create an account, the Authorized Representative will be available in JustGrants.

Review the "[JustGrants User Roles Guide](#)" to become familiar with the various JustGrants Entity User roles.

Step 9: Complete and Submit the JustGrants Application

Important: In addition to the Application Submitter, the Entity Administrator and the two Authorized Representatives should be available to assist with the JustGrants application submission.

The Application Submitter will complete the application by entering data into web-based forms, uploading attachments, and accepting assurances and certifications. Before you submit your application, each section must be completed and free of validation errors. If not, please return to each identified page using the table of contents on the right side of the page. If any required fields are unanswered, they will be flagged with warning messages. In this case, answer these required fields. You will not be able to submit your application until all validation issues are corrected and the application is certified.

The Application Submitter will also need to confirm the required two Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official).

The Application Submitter will need to select two authorized representatives via dropdown field in the “Confirm Authorized Representative” section of the application. The dropdown will display all authorized representatives that have been assigned for your entity (the [Application Submission Job Aid Reference Guide](#) for this step).

If you do not see authorized representatives for your entity in the dropdown field within the “Confirm Authorized Representative” section of the application, you will need to add and assign the role for each authorized representative for your entity. Please note: the COPS Office requires two authorized representatives (Law Enforcement Executive and Government Executive) for its grant applications. Users will not be visible in JustGrants until they have successfully logged into JustGrants. If you need assistance adding users and assigning roles for your entity, please refer to the [Entity Management Job Aid Reference Guide](#).

Once all sections are completed, the application submitter will submit the application. Upon successful submission of an application, the Application Submitter, Entity Administrator, and the two Authorized Representatives will receive an email from JustGrants confirming submission of the application. The COPS Office will not accept applications submitted via mail or email.

Step 10: Confirm Receipt of JustGrants Application

The Application Submitter should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. The COPS Office does not send out these notifications, nor does the COPS Office receive a copy of these notifications. It is the applicant’s responsibility to notify the COPS Office of any problems with the application submission process. Submitting the application components **at least 48 hours prior to the solicitation deadline** will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.

Submission Dates and Time

All completed applications must be submitted by the deadline.

Late Submissions

The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Requests for an extension of the Grants.gov deadline must be received prior to the close of the solicitation in Grants.gov. Requests for an extension of the JustGrants deadline must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the solicitation closes. Extension of deadlines is rare and is not guaranteed.

To be considered for an extension, applicants must contact the COPS Office Response Center via email at AskCopsRC@usdoj.gov detailing the technical/extraordinary issues that impact application submission. This email must be submitted prior to the deadline for which the applicant is requesting an extension. The applicant's email must include the following information: UEI number, Organization name, Point of contact name and information, Application ID, and the nature of the issue/disaster and how it affected the applicant's ability to submit an application on time. The email subject line should read "FY24 LEMHWA Implementation Projects Extraordinary Circumstances: [UEI number, Agency Name, Application ID]", with your UEI number and organization name and details filled in.

The COPS Office will respond to each applicant as soon as possible with either an approval and instructions for submission or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; (2) failure to follow instructions on Grants.gov or JustGrants; (3) failure of the two assigned authorized representatives, with the proper authority, to activate accounts in JustGrants prior to application submission; (4) failure to follow all of the instructions in the solicitation; (5) failure to register or update information on the SAM website; and (6) failure to register or complete the SF-424 and SF-LLL in Grants.gov.

Application Review Information

The COPS Office is committed to ensuring a fair and open process for making awards. The COPS Office will review the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation.

To maintain the integrity of the competitive solicitation process, the COPS Office can provide publicly available technical assistance regarding the mechanics of the application but cannot evaluate the merits of an application during the open solicitation period.

Review Process

Applications will undergo a standard review and selection process, which includes a review of basic minimum requirements, peer review panel ratings, administrative compliance review, a senior leadership review and recommendation panel, and director's selection. A description of each phase is provided in the following sections. Applicants are encouraged to review their own applications prior to submission, with particular attention given to the Basic Minimum Requirements and each of the Review Criteria specified in the descriptions that follow.

Basic Minimum Requirements Review

Once the solicitation closes, COPS Office staff screen and evaluated applications for compliance with basic minimum requirements (BMR). Applications should be written with clarity, organization, and soundness in the proposed work, with all mandatory attachments.

BMR Review Criteria

Applications that are missing any of the following basic minimum requirements will be disqualified, without exception, and therefore not scored by review panels.

1. Did the applicant respond to all of the application questions?
2. Did the applicant provide a separate budget narrative that is 60% or more allowable?
3. Is the applicant eligible to submit an application under this solicitation: State, local, tribal, or territorial law enforcement agency?
4. Is the proposed project within scope of the solicitation?

Peer Review

Peer review will evaluate applications that meet the eligibility basic minimum requirements. The COPS Office may use internal peer reviewers, external peer reviewers, or a combination to assess applications on technical merit using the solicitation's review. An external peer reviewer is an expert in the subject matter of a given topic area who is not a current federal employee. An internal peer reviewer is a current federal employee who is well-versed or has expertise in the subject matter of the subcategory. Peer feedback is advisory only, although reviewer views are considered carefully.

Peer reviewers will be asked to review applications based on the application subcategory and the goal of the solicitation to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities. Reviewers will also be asked to consider the subcategory-specific solicited goals, requirements, and deliverables described in the solicitation language.

Upon completion of their reviews, peer reviewers will recommend applications that should advance to Senior Leadership Review.

Review Criteria

Applications will be evaluated based on the following merit criteria, which the applicant addresses in their application, application questions, budget narrative, budget worksheets, and other attachments. Applications that are not responsive to the solicitation or duplicative of past or ongoing federally funded work will be scored accordingly. Although not an exhaustive list, at a minimum, reviewers will be asked to evaluate applications according to the following criteria:

Organizational readiness

- Includes a detailed description of the services that are already provided (if any)
- Includes a detailed description of proposed activities

Project impact and deliverables

- Estimates number of law enforcement personnel, family members, and other individuals that will directly benefit from the services (for example, number of individuals receiving services, number of individuals receiving training)
- Incorporates multiple agencies or includes regional partnerships to increase services and coordination to provide services to other agencies in the field
- Identifies specific project outcomes and a plan to track or measure the success of the program
- Identifies and describes deliverables (such as trainings, clinical hours, reports, articles, products for the field, or other).

Management and implementation

- Includes a detailed project/work plan that is aligned to solicitation goals and requirements
- Includes a timeline of project milestones, deliverables, activities, and who will complete the activities in their application
- Identifies key team members and stakeholder partners (community groups, private or public agencies) who will support the proposed initiative and clearly defines the roles, tasks, and services they will provide under the award (if needed)
- Incorporates an evaluation component to measure the success of the program
- Takes the appropriate steps to ensure confidentiality of participants and service recipients

- Describes a marketing plan for the proposed services to increase program awareness and promote participation in the program
- Identifies at least one mental health and wellness–related regional or national conference the applicant plans to attend

Budget

- Provides a detailed budget narrative with costs that are allowable, appropriate, and reasonable relative to the level of effort and critical to the completion of the project
- Provides a budget narrative that adequately justifies the budget and matches the feasibility and intent of the proposed project
- Provides a detailed budget that matches the tasks and deliverable(s) outlined in the application
- Provides detailed breakdowns of each budget category and justification for total costs, such as per unit over time or reasonable estimate at time of application submission
- Provides appropriate budget justification documentation, which may include a current indirect cost rate agreement, sole source justification, and consultant rate justification
- Includes funding for attendance at a regional or national conference or explains that funding will come from elsewhere

In addition, any applicable priority consideration(s) is only one of many factors in making COPS Office funding decisions and does not guarantee an award.

Federal Policing Priorities

In addition to the criteria listed earlier, the COPS Office will provide priority points for agencies that respond affirmatively to the list of questions related to the activities outlined in the Federal Priorities for Policing Inventory. The inventory questions will help the U.S. Department of Justice evaluate the possibility for priority consideration, where appropriate, and identify potential gaps in training and technical assistance.

Administrative Compliance Review

All advancing applications will undergo an administrative compliance review. Past financial and programmatic performance with DOJ award funding will be considered in this review process. Past performance may affect the overall rating and ranking of an application. Factors that may be included in the past performance review include the following:

- The extent to which the applicant has adhered to all special conditions in the prior awards
- The extent to which the applicant has complied with programmatic and financial reporting requirements
- The extent to which the applicant has completed closeout of prior awards in a timely manner

- Whether the applicant has received financial clearances in a timely manner
- Whether the applicant has resolved any issues identified in an audit or on-site monitoring visit in a timely manner
- Whether the applicant has adhered to single audit requirements
- The extent to which the applicant has completed work and spent prior award funds in a timely manner

Pursuant to 2 C.F.R. Part 200 (“Uniform Guidance”), before award decisions are made, the COPS Office also reviews information related to the degree of risk posed by applicants. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, the COPS Office checks whether the applicant is listed in SAM as excluded from receiving a federal award. The COPS Office also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, “FAPIIS”).

Applicants may review and comment on any information about them in SAM that a federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

The COPS Office may contact applicants regarding budget and financial questions as part of the review process. This outreach is not an indication of funds or awarding decisions.

Senior Leadership Review

The Senior Leadership Review is conducted by senior-ranking federal employees. During this process all advancing applications from peer review are evaluated based on peer review feedback, administrative compliance review, past performance, project scope, and budget.

Senior Leadership will submit formal recommendations for funding to the COPS Office Director.

Director’s Selection

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including prior funding history, current award balances, underserved populations, population served, geographic diversity, strategic priorities, past performance, significant concerns regarding ability of the applicant to administer federal funds, and available funding when making awards.

Federal Award Notices

Award notification will be sent electronically from JustGrants. This award notification will include instruction on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The notice of award will contain details about the award including start and end dates, funding amounts, and the award conditions. The Authorized Representatives must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants before you will be able to draw down funds or begin implementing the program. By accepting the award and the COPS Office funding, your agency acknowledges that it will comply with these conditions and, if applicable, additional special conditions specific to your agency.

It is anticipated that awards will be announced on or after **October 1, 2024**. Any public announcements will be posted on the [COPS Office website](#).

All award decisions are final and not subject to appeal.

To officially accept and begin your award, your organization must access your award package at <https://justgrants.usdoj.gov/>. Once you access your account, you will review and electronically sign the award document (including award terms and conditions) and, if applicable, the special award conditions or high-risk conditions within 45 days of the date shown on the award congratulatory letter, unless an extension is requested and granted. The two assigned Authorized Representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official) as described in the How to Apply section are required to sign the award package. If the Authorized Representative(s) changes between the time of application submission and award receipt, the Entity Administrator will need to update the Authorized Representative(s) in JustGrants. Your organization will not be able to draw down award funds until the COPS Office receives your signed award document. For more information on accepting your award, please visit the [JustGrants Training page](#) for step-by-step instructions.

For technical support with JustGrants, please call JustGrants Support at JustGrants.Support@usdoj.gov, or 833-872-5175. For programmatic assistance, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov.

The Award Package

The award package is the document indicating your official award funding amount, the award number, the award terms and conditions, and award start and end dates.

The award start date indicated in the award package means that your organization may be reimbursed for any allowable costs incurred on or after this date. The duration of awards is 24 months.

Your FY24 award number is in the following format: 15JCOPS-24-XX-XXXXX-XXXX. The COPS Office tracks award information based upon this number; therefore, it is important to have your organization's award number (or your organization's UEI number) readily available when corresponding with the COPS Office.

The award terms and conditions are listed in the award package. In limited circumstances, your award package may include additional special conditions or high-risk conditions that prevent your organization from drawing down or accessing award funds until the special conditions or high-risk conditions are satisfied as determined by the COPS Office.

By accepting the award, you are acknowledging that you are obtaining federal funds from the COPS Office. As part of that agreement, if awarded funds, your organization will acknowledge that it will comply with all applicable award terms and conditions including any special or high-risk conditions.

Administrative and National Policy Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with award terms and conditions and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

The COPS Office strongly encourages applicants to review applicable requirements and terms and conditions prior to submitting an application. Terms and conditions for COPS Office awards are available on the COPS Office website in the Application Resource Guide. Terms and conditions are subject to change before the award is issued. The [FY24 Resource Guide for Community Policing Advancement \(CPA\) Programs](#) also contains additional requirements which apply to this application and award, including audit requirements, suspension, and termination requirements.

Terms, Conditions, and Award Requirements

Please review carefully the [FY24 Resource Guide for Community Policing Advancement \(CPA\) Programs](#) for a full description of each of the listed terms, conditions, and other requirements for this COPS Office program. By submitting your application, your organization assures the COPS Office that you agree to the terms, conditions, and requirements. If awarded funds, by accepting your COPS Office award, your organization agrees to comply with all of the terms, conditions, and other requirements in your award package and any additional special or high-risk conditions that may be imposed on your award.

Administrative Actions and Legal Remedies Related to Federal Awards

Please be advised that an application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Misuse of COPS Office funds or failure to comply with all COPS Office award requirements may result in legal sanctions including suspension and termination of award funds, the repayment of expended funds, ineligibility to receive additional COPS Office funding, and other remedies available by law.

Under the False Claims Act, any credible evidence that a person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving COPS Office funds may be referred to the Office of Inspector General (OIG). The OIG may be contacted at oig.hotline@usdoj.gov, <https://oig.justice.gov/hotline/index.htm>, or 800-869-4499.

Remedies for Noncompliance

Under 2 C.F.R. § 200.339, if the recipient fails to comply with award terms and conditions, the Federal awarding agency may impose additional conditions or take one or more of the following actions as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the Federal award.
- Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

Prior to imposing sanctions, the COPS Office will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Appeal procedures will follow those in the U.S. Department of Justice regulations in 28 C.F.R. Part 18.

Awards terminated due to noncompliance with the federal statutes, regulations, or award terms and conditions will be reported to the integrity and performance system accessible through SAM (currently FAPIIS).

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and any other remedy available by law.

Please be advised that recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Federal Awarding Agency Contact(s)

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact the JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175. The JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

Freedom of Information Act and Privacy Act (5 U.S.C. §§ 552 and 552a)

All applications submitted to the COPS Office (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request if DOJ determines that the responsive information is protected from disclosure under the Privacy Act or falls within the scope of one or more of the nine statutory exemptions under FOIA. DOJ cannot agree not to release some or all portions of an application/award file in advance of a request pursuant to the FOIA.

In its review of records that are responsive to a FOIA request, the COPS Office will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, the COPS Office will request the views of the applicant/recipient that submitted a responsive document.

Feedback to the COPS Office

To assist the COPS Office in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and the application review peer review process. Provide feedback via email to AskCopsRC@usdoj.gov with the following subject line: “FY24 LEMHWA Implementation Program Feedback.”

Important: This email is for feedback and suggestions only. Replies are not sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, you must contact the COPS Office Response Center at AskCopsRC@usdoj.gov.

COPS Office Other Information

Reporting, monitoring, and evaluation requirements

Reporting

If awarded, your organization will be required to submit quarterly Standard Form 425, Federal Financial Reports (FFR) as well as semiannual Programmatic Performance Reports. Recipients should be prepared to track and report program award funding separately from other funding sources (including other COPS Office federal awards) to ensure accurate financial and programmatic reporting on a timely basis. Recipients should ensure that they have financial internal controls in place to monitor the use of program funding and ensure that its use is consistent with the award terms and conditions. Good stewardship in this area includes written accounting practices, use of an accounting system that tracks all award drawdowns and expenditures, and the ability to track when award-funded positions are filled or approved purchases are made. Failure to submit complete reports or submit reports in a timely manner will result in the suspension and possible termination of a recipient’s COPS Office award funding or other remedial actions.

Monitoring

Federal law requires that agencies receiving federal funding from the COPS Office be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice.

Awarded organizations will be responsible for submitting Programmatic Performance Reports on a semiannual basis and SF-425 - Federal Financial Reports on a quarterly basis. In addition, awarded organizations will be responsible for the timely submission of a final Closeout Report and any other required final reports. All COPS Office recipients will be required to participate in such award monitoring activities of the U.S. Department of Justice, including but not limited to the COPS Office, the Office of the Inspector General, or any entity designated by the COPS Office.

Please note that the COPS Office may take a number of monitoring approaches, such as site visits, enhanced office-based award reviews, alleged noncompliance reviews, and periodic surveys to gather information and to ensure compliance. The COPS Office may seek information including, but not limited to, your organization's compliance with nonsupplanting and both programmatic and financial requirements of the award, and your organization's progress toward achieving your community policing strategy. Grant Operations staff are particularly interested in confirming that the purchase of items and/or services is consistent with the applicant's approved award budget as reflected on the Financial Clearance Memorandum and Final Funding Memorandum.

If awarded funds, you agree to cooperate with and respond to any requests for information pertaining to your award in preparation for any of the above-referenced award monitoring activities.

Please feel free to contact your COPS Office Program Manager to discuss any questions or concerns you may have regarding the monitoring, reporting, and evaluation requirements.

Program Evaluation

Though a formal assessment is not a requirement, awarded organizations are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping organizations identify areas in need of improvement, providing data of successful processes, and reducing vulnerabilities.

Selected award recipients shall be evaluated on the local level or as part of a national evaluation, pursuant to guidelines established by the Attorney General. Such evaluations may include assessments of individual program implementations. In select jurisdictions that are able to support outcome evaluations, the effectiveness of funded programs, projects, and activities may be required. Outcome measures may include crime and victimization indicators, quality of life measures, community perceptions, and police perceptions of their own work.

Financial Management and System of Internal Controls

Award recipients and subrecipients must, as set out in the Uniform Guidance at 2 C.F.R. § 200.303, do the following:

- Establish and maintain effective internal control over the federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- Evaluate and monitor [the recipient’s (and any subrecipient’s)] compliance with statutes, regulations, and the terms and conditions of federal awards.
- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency designates as sensitive or [the recipient (and any subrecipient)] considers sensitive, consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Audit Requirement

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, Subpart F – Audit Requirements, available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F> establish the requirements for organizational audits that apply to COPS Office award recipients. Recipients must arrange for the required organization-wide (not award-by-award) audit in accordance with the requirements of Subpart F.

Civil Rights

All recipients are required to comply with nondiscrimination requirements contained in various federal laws. A memorandum addressing federal civil rights statutes and regulations from the Office for Civil Rights, Office of Justice Programs will be included in the award package for award recipients. All applicants should consult the Assurances form to understand the applicable legal and administrative requirements.

Funding to Faith-Based Organizations

Faith-based or religious organizations are eligible, on the same basis as any other organization, to participate in any DOJ program for which they are otherwise eligible. A faith-based or religious organization that participates in DOJ-funded programs or services will retain its independence from government, and may continue to carry out its mission, including the practice and expression of its religious beliefs, as long as it does not use direct financial assistance from DOJ to support any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization. Further guidance on federal financial assistance for faith-based organizations can be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations> and <https://www.justice.gov/opa/pr/department-justice-announces-joint-final-rule-regarding-equal-treatment-faith-based>.

Section 508 of the Rehabilitation Act

If you are an applicant using assistive technology and you encounter difficulty when applying, please contact the COPS Office Response Center at AskCopsRC@usdoj.gov.

The department is committed to ensuring equal access to all applicants and will assist any applicant who may experience difficulties with assistive technology when applying for awards using the JustGrants System.

Public Reporting Burden: Paperwork Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503. For any questions or comments, please contact David Neely, COPS Office Paperwork Reduction Act Program Manager, at 202-514-8553.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 04/30/2024.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's responsibilities under the Government Performance and Results Act Modernization Act (GPRA Modernization Act) of 2010, P.L. 111-352), recipients who receive funding from the Federal Government must measure the results of work that

funding supports. This act specifically requires the COPS Office and other federal agencies to set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures for this program will include the following:

- Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance) has increased your agency's community policing capacity
- Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training) have increased your agency's community policing capacity

The objective of these performance measures is to increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training.

Recipients will rate the effectiveness of the COPS Office funding in increasing community policing capacity. Data will be collected on a periodic basis through performance reports.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving, (2) partnerships, and (3) organizational transformation. The COPS Office requires all applicants to describe how the personnel, technology, equipment, supplies, travel, or training requested will assist the applicant in implementing community policing strategies.

To read an overview of the principles of community policing, please see the COPS Office publication [Community Policing Defined](#).

As part of the programmatic performance reports, all recipients will be required to report on their progress toward implementing community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to the program to better meet the program's objective and law enforcement agency needs.

Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0169

Agenda Date: 5/6/2024

Agenda #: 13.

Agenda Item Wording:

Police Officers Contract - Authorize the City Manager to execute the Memorandum of Understanding by and between the City of Visalia and the Visalia Police Officers Association (Group B) for the period July 1, 2024, through June 30, 2027.

Deadline for Action: 5/6/2024

Submitting Department: Administration

Contact Name and Phone Number: Michelle Speer, x4053; Diane Davis, x4575

Department Recommendation:

That the City Council approve the tentative agreement with City Bargaining Group B, the Visalia Police Officers Association, and authorize the City Manager to execute the associated Memoranda of Understanding.

Background Discussion:

City staff has been negotiating with all five represented bargaining units regarding successor Memorandums of Understanding. Parameters were provided by City Council in accordance with the City's financial outlook in an effort to maintain a sustainable budget, while at the same time acknowledging the efforts of its employees and the current market conditions. After multiple meetings, the City has reached the following agreement with Group B, Visalia Police Officers Association:

Group B - Visalia Police Officers Association

1. 3 year contract term
2. Wage Increases
 - 6% effective the pay period that includes July 1, 2024, or the pay period following formal Council approval, whichever is sooner.
 - 4% effective the pay period that includes July 1, 2025
 - 2% effective the pay period that includes July 1, 2026.
 - An additional 2% salary increase will be added to the agreed upon 2% for FY 26/27 if the City's General Fund Sales Tax Revenue for FY 25/26 is equal or greater than FY 22/23 Sales tax of \$46.6 million. The final number will not be determined for FY 25/26 until all Sales Tax payments have been distributed to Cities with the final payment being in September 2026. If the Sales Tax is \$46.6 million or more, the City will add the additional 2% wage increase starting in the first pay period in October 2026.
3. Longevity Pay for current officers and lateral officers
 - 2.5% at 5+ years
 - 2.5% at 10+ years

- 2.5% at 15+ years
- 2.5% at 20+ years
- 4. 2% Specialty pay, maximum of two
- 5. 2% premium pay for Traffic Bureau, including 2% for maintenance of equipment, and inclusion of on-call pay for Traffic Bureau officers.
- 6. 2% premium pay for K-9, in lieu of 40 hours of compensatory time.
- 7. Bilingual pay of \$1,300 annually, paid bi-weekly.
- 8. Elimination of the waiting period for use of vacation and sick leave for newly hired, lateral officers.
- 9. Military Leave compensation extended to probationary employees.
- 10. Removal of the 10% maximum compensation limit.
- 11. Revision to the Administrative Hearing Procedure.

Fiscal Impact:

Minimum of \$952,000 in the first year. The value does not include longevity for years of service from other agencies and will take more time to evaluate.

Prior Council Action: Closed session 3/4/2024, 3/18/2024, 4/01/2024, and 4/15/2024

Other: Click or tap here to enter text.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):

I move to authorize the City Manager to execute the Memorandum of Understanding by and between the City of Visalia and the Visalia Police Officers Association (Group B) for the period of July 1, 2024 through June 30, 2027.

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments: Group B signed Tentative Agreement

CITY OF VISALIA'S PROPOSAL

City of Visalia and the Visalia Police Officer Association (Group B)
April 29, 2024

This proposal is in concept format; final language will be drafted as appropriate. References made to the current MOU are for reference purposes only. This proposal is a comprehensive package/proposal. The provisions contained herein are not separate proposals, but are part of a package, which must be accepted in its entirety or it shall be deemed rejected. Unless specifically indicated below, MOU language not changed in this comprehensive proposal shall remain unchanged; however, language that has sunset will be deleted. This proposal is not retroactive and is effective on a go-forward basis.

1. Term of contract: Three years.
2. Salary ranges for all unit classifications shall be increased as follows:
 - 6% effective the pay period that includes July 1, 2024 or the pay period following formal Council approval, whichever is sooner.
 - 4% effective the pay period that includes July 1, 2025
 - 2% effective the pay period that includes July 1, 2026.
 - An additional 2% salary increase will be added to the agreed upon 2% for FY 26/27 if the City's General Fund Sales Tax Revenue for FY 25/26 is equal or greater than FY 22/23 Sales tax of \$46.6 million. The final number will not be determined for FY 25/26 until all Sales Tax payments have been distributed to Cities with the final payment being in September 2026. If the Sales Tax is \$46.6 million or more, the City will add the additional 2% wage increase starting in the first pay period in October 2026.

During the term of the MOU, the City agrees that if any bargaining group receives more than the City Council approved base wage percentage increase that Group B receives for this current round of negotiations, the City will reopen negotiations to discuss base wages only.

The following items will be effective in the first pay period in July 2024:

3. Longevity pay based on years of service as a percentage of base wages as follows:
 - a. 2.5% at 5+ years
 - b. 2.5% at 10+ years
 - c. 2.5% at 15+ years
 - d. 2.5% at 20+ years

Lateral officers prior full-time law enforcement officer experience may be counted toward years of service in determining longevity pay.

4. Convert method of specialty assignment pay for assignments outlined in MOU Article 6, Section 4 from flat amount to 2% of base wages per assignment, with a maximum number of two assignments compensated. *(If the sales tax trigger identified in item #2 is met, City agrees to reopen in year 3 of contract to discuss specialty pay amount)*

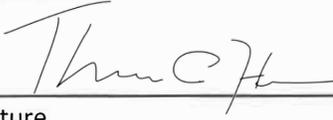
5. Association members assigned to the K-9 unit shall be paid 2% of base pay as premium pay. In recognition of the time spent in the care and maintenance of the assigned canine, members will be paid an additional one-hundred and forty-two (142) hours per year at their current hourly base rate, paid bi-weekly as part of regular payroll. Members shall be paid an additional 15 minutes per day at their current base rate when assigned by the Police Chief or designee to house multiple canines at the member's residence and only for newly purchased canines, coverage of handler long-term leave of absence, and/or transition between handlers. The City and the Association agree that they have considered the relevant facts and investigated the amount of actual hours worked in caring for a canine, and that the hours noted above are a reasonable number of hours for canine care.
6. Members assigned to the Traffic Bureau will receive premium pay of 2%. In recognition of the time spent maintaining their Department-issued motorcycle, they will be compensated an additional 2% of base wages. The City and the Association agree that they have considered the relevant facts and investigated the number of actual hours worked in maintaining their department-issued motorcycle, and the compensation reflects this.
7. Increase bilingual pay to \$1,300 annually, paid on a bi-weekly basis.
8. The Traffic Bureau will be eligible for participation in the on-call rotation. (MOU Article 7, Section 3, Paragraph E).
9. Lateral officers will not be subject to the waiting period for vacation and sick leave and will be eligible to immediately use their leave banks upon accrual.
10. All Group B members (probationary and regular) who are Active military service members attending required military training, deployment etc. will be compensated the difference between their City salary and military pay for the time required to serve.
11. Delete MOU Article 6, Section 2, Paragraph B in its entirety. The 10% limit to maximum salary increases per fiscal year is eliminated.
12. Modify discipline policy provisions related to Administrative Hearing Procedure. City Policy #116, Section VII, Paragraphs 3 and 4 will be replaced with:
 3. The Hearing shall be set for the earliest mutually agreeable date, which shall not be less than ten (10) calendar days or more than sixty (60) calendar days from the date the request for appeal was received. These timeframes are firm, and the parties are expected to regard these dates as dates certain. In the event a hearing date is not agreed upon within ten (10) calendar days from the date the request for appeal was received, the City shall unilaterally schedule the hearing date within the next sixty (60) calendar days.
 4. The parties shall mutually select the Hearing Officer from the Mediator Referral List posted on the Tulare County Superior Court website. Starting with the employee's side, each party shall strike the name of one Hearing Officer. The Hearing Officer remaining after the striking process will be deemed the selected Hearing Officer. If the Hearing Officer mutually selected by the parties to hear the appeal is not available to conduct the Hearing within the time period specified, the parties shall select another Hearing Officer using the same process or upon mutual agreement. The parties shall have 5 working days to start to strike names. If the employee fails to timely engage in the striking process, they will be considered to have waived their right to strike names and the City shall appoint a Hearing Officer from the list who is able to conduct the hearing within sixty (60) calendar days.



For Employee Organization:

Thomas Higgins

Print Name



Signature

5-2-24

Date

For City of Visalia:

Shelline Bennett

Print Name



Signature

5-2-24

Date



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0155

Agenda Date: 5/6/2024

Agenda #: 14.

Agenda Item Wording:

Adjust the Not To Exceed amount on Trillium Contract. Authorize staff to adjust the contract terms from the not to exceed \$150,000 annually previously approved by the City Council up to and not to exceed \$350,000 annually.

Deadline for Action: 5/6/2024

Submitting Department: Administration - Transit Division

Contact Name and Phone Number:

Angelina DeRossett, Transit Manager, Angelina.DeRossett@Visalia.City (559) 713-4591

John Lollis, Assistant City Manager, John.Lollis@Visalia.City, (559) 713-4323

Department Recommendation:

Staff requests that City Council authorize the Trillium contract be increased not to exceed \$350,000 on an annual basis.

Background Discussion:

The Compressed Natural Gas (CNG) station located at the Transit Operations and Maintenance Facility at 525 North Cain Street in Visalia is owned and maintained by the City's Transit Division. The Transit Division directly operates a fleet of forty-five (45) CNG buses from the Facility. The CNG station includes a public access fueling station which is accessible twenty-four (24) hours per day, seven days per week. Additionally, the fueling station supplies an adjacent slow-fill system for fueling the City's Solid Waste fleet of approximately sixty (60) vehicles.

At its meeting on October 16, 2023, the City Council approved the City Manager to enter into a contract with Trillium for the Management and Maintenance of the CNG station, management of the Low Carbon Fuel Standard (LCFS) credits, Electric credits, and ensure the supply of CNG to the station for an initial term of three years with the option to renew for two consecutive one-year periods up to a total of five years. Funding for these contracts are pre-existing within the current operational budget.

At the time of award, staff had planned to keep the incoming monies from the LCFS and Energy credits combined with the outgoing cost of the CNG station maintenance as an offset with a contract payout to Trillium, not to exceed \$150,000 per year. Since that time, staff has determined that the accounting of the contract will be improved if the costs are not treated as an offset and are therefore kept in separate accounts. This means that staff could pay out up to \$350,000 per year to Trillium for station maintenance, exceeding the not to exceed amount of \$150,000 previously approved by City Council. The difference that Transit receives in credits will go separately into a revenue account for the CNG station.

Fiscal Impact:

The contract associated with this report is an ongoing and budgeted annual expense in the 4551 Transit Operations account.

Prior Council Action:

- 10/03/2005 Award of Design/Build Contract to Pinnacle CNG (Trillium before name change) for 10-year Maintenance Contract.
- 01/05/2015 Award to GHI Energy for Fuel Procurement and Participation in the LCFS Credits Program.
- 11/20/2017 Contract Award to Trillium for Station Maintenance and Operation.
- 10/16/2023 Contract Award to Trillium for Station Maintenance and Operation.

Other:

N/A

Alternatives:

Do not authorize the modification to contract terms and maintain the annual not to exceed amount of \$150,000.

Recommended Motion (and Alternative Motions if expected):

I move to authorize staff to pay Trillium for the CNG station operations and maintenance not to exceed \$350,000.00 annually.

Environmental Assessment Status:

N/A

CEQA Review:

N/A

Attachments:

None



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Staff Report

File #: 24-0112

Agenda Date: 5/6/2024

Agenda #:

Agenda Item Wording:

Monday, May 20, 2024 at 7:00 p.m. @ 707 W. Acequia

Note: Meeting dates/times are subject to change, check posted agenda for correct details. In Compliance with the American Disabilities Act, if you need special assistance to participate in meetings email: Michelle.Nicholson@Visalia.city or call 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.