
CITY OF SUSANVILLE
66 North Lassen Street ♦ Susanville CA
Kathie Garnier, Mayor
Joseph Franco, Mayor pro tem
Mendy Schuster * Kevin Stafford * Brian R. Wilson

SUSANVILLE COMMUNITY DEVELOPMENT AGENCY SUSANVILLE MUNICIPAL ENERGY CORPORATION SUSANVILLE
PUBLIC FINANCING AUTHORITY

Susanville City Council
Regular Meeting ♦ City Council Chambers
May 16, 2018 – 6:00 p.m.

Call meeting to order
Roll call of Councilmembers present

Next Resolution No. 18-5518
Next Ordinance No. 18-1014

1 APPROVAL OF AGENDA: (Additions and/or Deletions)

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any): Any person may address the Council at this time upon any subject for discussion during Closed Session.

3 CLOSED SESSION:

A CONFERENCE WITH LABOR NEGOTIATORS - pursuant to Government Code Section §54957.6

1 Agency Negotiator: Dan Newton
 Bargaining Unit: Fire Fighters

B PUBLIC EMPLOYMENT – Pursuant to Government Code Section §54957

1 Police Chief Recruitment

C CONFERENCE WITH REAL PROPERTY NEGOTIATOR – pursuant to Government Code Section §54956.8

1 Property: APN # 107-280-09
 Agency Negotiator: Dan Newton, Interim City Administrator
 Negotiating Parties: City of Susanville/Sierra Pacific Industries
 Under Negotiation: Purchase of Land

4 RETURN TO OPEN SESSION: (recess if necessary)

- *Reconvene in open session at 7:00 p.m.*
- *Pledge of allegiance*
- *Report any changes to agenda*
- *Report any action out of Closed Session*
- *Moment of Silence or Thought for the Day: Gwenna MacDonald*
- *Proclamations, awards or presentations by the City Council:*

5 BUSINESS FROM THE FLOOR:

Any person may address the Council at this time upon any subject on the agenda or not on the agenda within the jurisdiction of the City Council. However, comments on items on the agenda may be reserved until the item is discussed and any matter not on the agenda that requires action will be referred to staff for a report and action at a subsequent meeting. Presentations are subject to a five-minute limit

6 **CONSENT CALENDAR:**

All matters listed under the Consent Calendar are considered to be routine by the City Council. There will be no separate discussion on these items. Any member of the public or the City Council may request removal of an item from the Consent Calendar to be considered separately.

- A Approve minutes from the City Council's May 2, 2018 meeting
- B Approve vendor warrants numbered 201073 through 201166 for a total of \$656,922.27 including \$104,557.90 in payroll warrants
- C Approve **Resolution No. 18-5502** authorizing agreement with Susanville Peace Officers Association (SPOA) Bargaining Unit

7 **PUBLIC HEARINGS:** No business.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

- A Consider **Resolution No. 18-5510** approving purchase of Tactical Vests for Police Department with SCORE funding
- B Consider **Resolution No. 18-5511** Resolution of Intention pursuant to Streets and Highways Code §36534 approving annual budget and scheduling public hearing to consider setting assessments for FY 2018/2019
- C Consider **Resolution No. 18-5512** approving execution of agreement with KASL Consulting Engineering for Grant Services for the Paul Bunyan Connectivity Sustainable Communities Grant
- D Consider **Resolution No. 18-5516** authorizing the Interim City Administrator to execute an Agreement for Professional Services for Material Testing with Pavement Engineering Inc. (PEI), for a cost Not To Exceed \$ 40,000
- E Consider **Resolution No. 18-5517** authorizing agreement for assignment of OES Type II Hazardous Materials vehicle and equipment, assigned as HM-32
- F Consider **Resolution No. 18-5515** authorizing Interim/City Administrator to sign contract for Commodities Flow Study and Area Response Plan

10 **SUSANVILLE COMMUNITY DEVELOPMENT AGENCY:** No business.

11 **SUSANVILLE MUNICIPAL ENERGY CORPORATION:**

Call meeting to order; roll call of Directors present

- A Scheduled matters:
 - Consider **Resolution EC-18-210** authorizing Chairperson to execute a quitclaim deed for the transfer of ownership for SMEC owned properties to the City of Susanville

12 **CONTINUING BUSINESS:** No business.

13 **CITY ADMINISTRATOR'S REPORTS:**

- A City Layout Plan and Community Workshop Series

14 **COUNCIL ITEMS:**

A AB1234 travel reports:

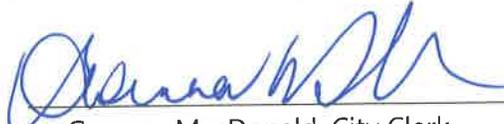
15 **ADJOURNMENT:**

- *The next regular City Council meeting will be held on June 6, 2018 at 6:00 p.m.*

Reports and documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours and at the meeting. These reports and documents are also available at the City's website www.cityofsusanville.org, unless there were systems problems posting to the website.

Accessibility: An interpreter for the hearing-impaired may be made available upon request to the City Clerk seventy-two hours prior to a meeting. A reader for the vision-impaired for purposes of reviewing the agenda may be made available upon request to the City Clerk. The location of this meeting is wheelchair-accessible.

I, Gwenna MacDonald, certify that I caused to be posted notice of the regular meeting scheduled for May 16, 2018 in the areas designated on May 11, 2018.



Gwenna MacDonald, City Clerk

Reviewed by: Dr Interim City Administrator
 City Attorney

- Motion Only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted By: Gwenna MacDonald, City Clerk

Action Date: May 16, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's May 2, 2018 meeting

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's May 2, 2018 meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's May 2, 2018 meeting.

ATTACHMENTS: Minutes: May 2, 2018

SUSANVILLE CITY COUNCIL
Regular Meeting Minutes
May 2, 2018– 6:00 p.m.

Meeting was called to order at 6:02 p.m. by Mayor Garnier.

Roll call of Councilmembers present: Brian Wilson, Kevin Stafford, Joseph Franco, Mendy Schuster and Kathie Garnier.

Staff present: Dan Newton, Interim City Administrator; and Gwenna MacDonald, City Clerk.

1 APPROVAL OF AGENDA:

Motion by Mayor pro tem Franco, second by Councilmember Schuster, to approve the agenda as submitted; motion carried unanimously. Ayes: Franco, Schuster, Stafford, Wilson, and Garnier.

Mr. Newton telephoned Jessica Ryan and Paul Coble who were participating in the meeting via teleconference.

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: None.

3 CLOSED SESSION: At 6:03 p.m. the Council entered into Closed Session to discuss the following:

- A PUBLIC EMPLOYMENT – Pursuant to Government Code Section §54957
 - 1 City Administrator
 - 2 Police Chief Recruitment
 - 3 Interim City Administrator Evaluation
- B CONFERENCE WITH LABOR NEGOTIATORS - pursuant to Government Code Section §54957.6
 - 1 Agency Negotiator: Dan Newton
 - Bargaining Unit: SPOA
- C CONFERENCE WITH LEGAL COUNCIL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Section §54956.9 of the California Government Code regarding two cases
- D CONFERENCE WITH LEGAL COUNCIL – ANTICIPATED LITIGATION – Pursuant to Government Code section §54956.9(b) regarding one (1) potential case

4 RETURN TO OPEN SESSION:

At 7:00 p.m. the City Council reconvened in Open Session.

Staff present: Dan Newton, Interim City Administrator; James Moore, Fire Chief; Dan Gibbs, Acting Public Works Director; Deborah Savage, Finance Manager and Gwenna MacDonald, City Clerk.

Mr. Newton reported that prior to Closed Session, the City Council approved the agenda. The Council met in Closed Session, there was no reportable action taken, and the Council would be reconvening in Closed Session at the conclusion of Open Session.

Councilmember Wilson provided the Thought of the Day.

Mayor Garnier presented a Certificate of Recognition to Ethan Heffner in honor of his achievement of the rank of Eagle Scout.

5 BUSINESS FROM THE FLOOR:

Amelia Luna, Susanville Indian Rancheria Pow-Wow Committee, discussed the annual Pow-Wow which is scheduled for May 18th – 20th, and the importance of maintaining the culture and heritage of the Native American people. She requested City sponsorship of two gift baskets that would be utilized for the raffle that is held to raise money for the event, and added that this year, the drum would be coming from Canada.

Councilmember Wilson stated that he would personally like to purchase a gift basket to use for the raffle on behalf of his business.

Mayor Garnier informed Ms. Luna that as a Council, they were not able to respond to the request from the public comment portion of the agenda, however she would also purchase a gift basket to be used in the raffle.

6 CONSENT CALENDAR:

- A Approve minutes from the City Council's April 18, 2018 meeting
- B Approve vendor warrants numbered 200934 through 201072 for a total of \$382,431.61 including \$101,879.76 in payroll warrants

Motion by Mayor pro tem Franco, second by Councilmember Schuster, to approve the Consent Calendar; motion carried unanimously. Ayes: Franco, Schuster, Wilson, Stafford and Garnier.

7 PUBLIC HEARINGS: No business.

8 COUNCIL DISCUSSION/ANNOUNCEMENTS: Commission/Committee reports:

9 NEW BUSINESS:

9A Consider Resolution No.18-5503 authorizing street closure for 2018 Lassen County Fair Parade Mr. Newton explained that the City has received the request for the annual street closure for the Lassen County Fair Parade. The parade is scheduled for July 21, 2018 from 9:30 to 11:30 a.m. and the closure of Main Street requires an encroachment permit from Caltrans. The event requires three public works employees to sweep the street before and after the parade, to set up and take down traffic barricades and to assist the Police Department with traffic control. The total estimated cost for the event is \$4,823 and is slightly higher than normal due to the costs of overtime for the personnel.

Motion by Councilmember Stafford, second by Councilmember Wilson, to approve Resolution No. 18-5503; motion carried unanimously. Ayes: Stafford, Wilson, Schuster, Franco and Garnier.

9B Consider Resolution No. 18-5504 authorizing street closure and use of Pancera Plaza for 2018 Farmers Market season Mr. Newton reported that the Lassen Land and Trails Trust is requesting the use of Pancera Plaza for the 2018 Farmers Market. The event requires that Pancera Plaza be closed off for 6 hours prior to the event to allow for set up of vendor tables and the dates specified are listed as four Saturdays in June, two in July, and then three Saturdays for both August and September. The City provides the A-frame construction barriers, and HUSA is responsible for their placement and removal so the cost to the City for this event is minimal.

Councilmember Wilson asked if the parking area across the street is available.

Mr. Newton responded that his last communication with the property owner was through the attorney who was supposed to be drafting an agreement for use of the empty Bank of America parking lot, however he had received no further communication from him in quite some time.

The Council discussed the damage that was done to one of the buildings at Pancera Plaza during the construction project that took place the previous summer. David Teeter stated that the building was repaired and there is funding available to fix the mural and they are waiting for the weather to permit completion of those repairs.

Motion by Councilmember Stafford, second by Councilmember Schuster to approve Resolution No. 18-5504; motion carried unanimously. Ayes: Stafford, Schuster, Wilson, Franco and Garnier.

9C Consider Resolution No. 18-5505 authorizing support of the Lassen County General Tax Measure (Measure J) and Advisory Measure K placed before the voters in Lassen County on June 5, 2018 to generate new revenue Mr. Newton reported that the Lassen County Board of Supervisors voted to place Measure J on the June 5, 2018 ballot to impose a three-quarters of one-percent sales tax for unrestricted general fund purposes. In addition, they have included Advisory Measure K which will pose the question to the voters regarding use of the additional revenue by asking if 75 percent of the revenue obtained from the sales tax be used exclusively for public safety and added to, not replace, current public safety budgets. The City and County have entered into a tax-sharing agreement but the Council requested a resolution to indicate the official position that the City has for the ballot measure and that the priorities of the community as expressed through Advisory Measure K will be supported.

Mayor pro tem Franco asked by what means the City would be circulating the information to make the passing of the resolution public.

Mayor Garnier commented that the Lassen County Times includes information regarding the actions taken by the City Council after each meeting, and it could be shared on the radio as well.

Mayor pro tem Franco added that it is a very important action and should be known by the public that the City and County stand united.

Mayor Garnier commented that she is proud of the City and County for all of the time and work that went into development of the Measure and tax sharing agreement, and commended staff for working together.

Councilmember Wilson stated that while the City does not want to increase taxes, and in some ways the money is already committed to upcoming CalPers obligations, choices at this point are somewhat dire. The dramatic increase in CalPers contributions is assessed by the State to many agencies in order to make up for the lower return on investments and it is nothing that the City can do anything about. It is either the choice of increasing revenue through a tax measure or a reduction in services. He asked that those constituents who are uncertain about how to vote, to gather information from many sources before making a decision at the polls.

Mayor pro tem Franco remarked that over the past 6 to 8 months, the City has heard public testimony from many members of the public who are speaking to the issue of increased crime in Susanville. It is

reaching the point of being a public safety crisis and the City has to do something to address the problem.

Councilmember Stafford added that the tax is not just paid by the citizens, but by everyone who comes through the community.

There were no further comments.

Motion by Councilmember Stafford, second by Mayor pro tem Franco, to approve Resolution No. 18-5505; motion carried unanimously. Ayes: Stafford, Franco, Wilson, Schuster and Garnier.

9D Consider Resolution No. 18-5506 establishing hiring procedure for Management Level Employees Mr. Newton explained that the City has prepared a draft procedure to address the recruitment and hiring of its Management or Department Head level employees. In the City, this includes the Public Works Director, Police Chief and Fire Chief. The recruitment, screening, interview and selection process for lower level employees is conducted through the City Clerk and relevant Department Head as directed by the City Administrator. It is anticipated that policies and procedures for those hiring practices will be developed as the City moves forward. Mr. Newton reviewed the steps in the policy as they applied to the recruitment, screening and selection of Management level employees. He added that the policy as drafted represents past practices and staff is requesting discussion, comment and direction from the City Council regarding the process.

Mayor pro tem Franco commented that in light of recent events it has become obvious that the City is lacking in HR experience, so it should be determined who the person is that should have that experience, and then move forward with training so they become a subject matter expert.

Councilmember Wilson suggested that references in the policy to City Clerk should be replaced by HR.

Councilmember Schuster stated that she appreciated all of the hard work that went into preparing the draft policy, but added that she had a significant number of changes, corrections, and suggestions to the document. Ms. Schuster requested that the recruitment period contain a specific minimum time frame for advertising. The next step, rate and ranking by the Assistant to the City Administrator, should be amended to state that the person reviews the applications for completeness. They should not be ranking or determining eligibility for the position. Regarding the selection committee, Councilmember Schuster requested clarification on the inclusion of a Subject Matter Expert.

Mr. Newton explained that in the past, it has been common to include someone from an outside agency that could be relied upon to have knowledge and expertise in the area that they were seeking to fill. For example, if the City were recruiting for a Fire Chief, they may invite a Fire Chief from another jurisdiction to sit on the panel and provide an impartial point of view of the job responsibilities.

Councilmember Schuster continued by recommending that the selection committee include a union representative. The time period for response to non-qualified candidates should be lengthened to 7 days from 5, to allow for weekends.

There was an extensive discussion regarding the recruitment materials, the procedure to follow when there were no qualified applicants, and forming an applicant pool to be drawn from so that the City would

have the option to select another qualified candidate in the event the first choice candidate was ultimately not successful.

Councilmember Wilson commented that he believed the process should be as straightforward as possible, and he is not in favor of providing too much room for options or deviation from the established policy. The draft policy is slightly ambiguous on the selection committee and the City should develop a parallel policy for hiring the City Administrator and City Attorney.

Mayor pro tem Franco stated that it is the consensus of the City Council to establish a hiring policy, and suggested looking at other jurisdictions to determine if they include union representatives to participate in the process. He asked if Mr. Newton was looking to have the policy adopted at this time with the revisions suggested.

Mr. Newton responded that he would prefer to incorporate the changes and bring the fresh draft back for review and possible adoption.

Councilmember Wilson requested that the heading at the top of the policy include the job titles of the positions that the policy applies to.

Councilmember Schuster reiterated that the unions should have a voice in the process and be allowed to participate, and the candidates should be allowed to have that representation.

It was the consensus of the City Council to not approve the resolution, and Councilmember Schuster provided Mr. Newton with a copy of the draft policy that included all of her corrections, comments and suggestions.

Motion by Mayor pro tem Franco, second by Councilmember Wilson, directing staff to incorporate the changes and direction as discussed, and bring the item back at a future meeting for consideration; motion carried unanimously. Ayes: Franco, Wilson, Stafford, Schuster and Garnier.

9E Consider Resolution No. 18-5507 approving a Mutual Aid agreement and Automatic Aid agreement with Cal-Fire and authorizing the Mayor to sign the agreements Chief Moore reported that the City has mutual aid and automatic aid agreements with CalFire. The agreements provide additional personnel and equipment resources without cost to either agency, and they require a review and renewal every five years.

Motion by Councilmember Wilson, second by Councilmember Stafford, to approve Resolution No. 18-5507; motion carried unanimously. Ayes: Wilson, Stafford, Franco, Schuster and Garnier.

9F Consider Resolution No. 18-5508 approving Work for Golf Program Mr. Newton reported that the Diamond Mountain Golf Course is open and operational for the 2018 Golf season. Staff is receiving feedback regarding the course, and the condition is good. However, with the warmer weather there is an increased requirement for Course maintenance. The Golf Course Superintendent has suggested the implementation of a Work for Golf program wherein workers would be selected through a competitive process in accordance with seasonal worker recruitment procedures. The individuals would be required to work a minimum of four hours per week and would receive a Work for Golf membership card. The Card is considered to have a value that is subject to SSI tax withholding, which is estimated to be approximately \$114.75. The workers would perform the essential functions of the Grounds Maintenance

Worker under the supervision of the Golf Course Superintendent. It is estimated that the City would utilize approximately ten people through this program over the course of the 2018 Golf Season.

Mayor Garnier asked if all of the maintenance workers would have access to the computerized watering system.

Mr. Newton described the process of oversight that would occur to provide employee supervision and ensure the safety of the City's equipment. He added that the Council could approve the program with the limitation to 2018 only.

Motion by Mayor pro tem Franco, second by Councilmember Schuster, to approve Resolution No. 18-5508; motion carried unanimously. Ayes: Franco, Schuster, Wilson, Stafford and Garnier.

10 **SUSANVILLE COMMUNITY DEVELOPMENT AGENCY:** No business.

11 **SUSANVILLE MUNICIPAL ENERGY CORPORATION:** No business.

12 **CONTINUING BUSINESS:** No business.

13 **CITY ADMINISTRATOR'S REPORTS:**

13A **Fire Department Update** Chief Moore provided an update regarding the activities of the Susanville Fire Department for the period of October 24, 2017 through April 18, 2018. He reviewed the current staffing levels, noting that two new firefighters have been recruited, and he announced the promotion of Firefighter Leon Myers to the position of Engineer in March. During the reporting period, the Department responded to 538 incidents and two out of area fires. Chief Moore provided an update regarding OES activities, the Volunteer program and planned changes in the leadership structure of the group. He discussed various community outreach efforts, including the upcoming Superhero Run and Children's Fair, facility improvements and the upcoming weed abatement deadline which has been established for June 25, 2018. The Department is very proactive in sending notices to those properties that have been problem areas in the past, and they will be working to attain a level of cooperation with the process that was achieved in 2017.

14 **COUNCIL ITEMS:**

14A **AB1234 travel reports:**

Councilmember Wilson expressed his condolences to Chief Moore regarding the recent passing of two retired fire chiefs.

15 **ADJOURNMENT:**

At 8:38 p.m., Mayor Garnier called for a five minute recess prior to reconvening in Closed Session.

At 8:45 p.m. the City Council reconvened in Closed Session. The City Council adjourned Closed Session at 9:38 p.m.

Mr. Newton announced that the City Council conducted a performance evaluation of the Interim City Administrator with all members present. The Council unanimously voted to grant the Interim City Administrator a merit increase.

Meeting adjourned at 9:39 p.m.

Kathie Garnier, Mayor

Respectfully submitted by

Gwenna MacDonald, City Clerk

Approved on: _____

AGENDA ITEM NO. 6B

Reviewed by: *D* Interim City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Deborah Savage, Finance Manager

Action Date: May 16, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated April 22, 2018, through May 4, 2018 numbered 201073 through 201166.

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$ 552,364.37 plus \$ 104,557.90 in payroll warrants, for a total of \$656,922.27.

ACTION REQUESTED: Motion to receive and file.

ATTACHMENTS: Payments by vendor and transmittal check registers.

Report Criteria:

Paid transmittals included

Transmittal Transaction.Check number = 779-785,201080-201090

Pay Per Date	Journal Code	Check Issue/ Invoice Date	Check Number	Name	Transmittal Number	GL Account	Amount
779							
04/20/2018	CDPT	04/24/2018	779	CITY OF SUSANVILLE PA	1	7650-2203-104	6,860.98
04/20/2018	CDPT	04/24/2018	779	CITY OF SUSANVILLE PA	1	7650-2203-104	6,860.98
04/20/2018	CDPT	04/24/2018	779	CITY OF SUSANVILLE PA	1	7650-2203-104	2,131.32
04/20/2018	CDPT	04/24/2018	779	CITY OF SUSANVILLE PA	1	7650-2203-104	2,131.32
04/20/2018	CDPT	04/24/2018	779	CITY OF SUSANVILLE PA	1	7650-2203-102	12,533.67
Total 779:							30,518.27
780							
04/20/2018	CDPT	04/24/2018	780	EMPLOYMENT DEV. DEP	6	7650-2203-103	4,205.69
Total 780:							4,205.69
781							
04/20/2018	CDPT	04/24/2018	781	EMPLOYMENT DEV DEP	7	7650-2203-110	1,294.92
Total 781:							1,294.92
782							
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	2,643.10
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	4,859.46
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	1,292.52
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	1,539.97
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	665.24
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	1,511.32
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	68.84
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	92.63
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	1,788.56
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	1,869.55
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	1,633.08
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	1,702.65
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	762.69
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	795.19
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-107	13.00
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	332.60
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	971.25
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	1,292.52
04/20/2018	CDPT	04/24/2018	782	P.E.R.S.	8	7650-2203-106	24.00
Total 782:							23,858.17
783							
04/06/2018	CDPT	04/24/2018	783	LABORERS TRUST FUND	9	7650-2203-111	1,436.50
04/20/2018	CDPT	04/24/2018	783	LABORERS TRUST FUND	9	7650-2203-111	1,566.50
04/20/2018	CDPT	04/24/2018	783	LABORERS TRUST FUND	9	7650-2203-111	65,397.00
Total 783:							68,400.00
784							
04/06/2018	CDPT	04/24/2018	784	AFLAC	14	8403-2239-003	390.61
04/06/2018	CDPT	04/24/2018	784	AFLAC	14	7650-2203-006	91.46
04/20/2018	CDPT	04/24/2018	784	AFLAC	14	8403-2239-003	390.61

Pay Per Date	Journal Code	Check Issue/ Invoice Date	Check Number	Name	Transmittal Number	GL Account	Amount
04/20/2018	CDPT	04/24/2018	784	AFLAC	14	7650-2203-006	91.46
Total 784:							964.14
785							
04/20/2018	CDPT	04/24/2018	785	LINCOLN FINANCIAL LIF	22	7650-2203-114	145.55
04/20/2018	CDPT	04/24/2018	785	LINCOLN FINANCIAL LIF	22	7650-2203-114	133.25
Total 785:							278.80
201080							
04/20/2018	CDPT	04/24/2018	201080	CA STATE DISBURSEME	37	7650-2203-012	69.23
Total 201080:							69.23
201081							
04/20/2018	CDPT	04/24/2018	201081	NATIONWIDE RETIREME	5	7650-2203-011	550.00
Total 201081:							550.00
201082							
04/20/2018	CDPT	04/24/2018	201082	NEVADA STATE TREASU	44	7650-2203-012	2.00
Total 201082:							2.00
201083							
04/20/2018	CDPT	04/24/2018	201083	STATE COLLECTION & DI	43	7650-2203-012	406.15
Total 201083:							406.15
201084							
04/20/2018	CDPT	04/24/2018	201084	VALIC	4	7650-2203-010	1,978.08
Total 201084:							1,978.08
201085							
04/20/2018	CDPT	04/24/2018	201085	VANTAGEPOINT TRANS.	3	7650-2203-009	150.00
Total 201085:							150.00
201086							
04/06/2018	CDPT	04/24/2018	201086	GOLDEN ONE CREDIT U	12	7650-2203-005	520.00
04/20/2018	CDPT	04/24/2018	201086	GOLDEN ONE CREDIT U	12	7650-2203-005	520.00
Total 201086:							1,040.00
201087							
04/06/2018	CDPT	04/24/2018	201087	NEW IMAGE RACQUETB	30	7650-2203-008	60.50
04/20/2018	CDPT	04/24/2018	201087	NEW IMAGE RACQUETB	30	7650-2203-008	60.50
Total 201087:							121.00
201088							
04/06/2018	CDPT	04/24/2018	201088	OPERATING ENGINEERS	11	7650-2203-005	709.00
04/20/2018	CDPT	04/24/2018	201088	OPERATING ENGINEERS	11	7650-2203-005	709.00

Pay Per Date	Journal Code	Check Issue/ Invoice Date	Check Number	Name	Transmittal Number	GL Account	Amount
Total 201088:							1,418.00
201089							
04/06/2018	CDPT	04/24/2018	201089	PRE-PAID LEGAL SERVI	13	7650-2203-007	317.56
04/20/2018	CDPT	04/24/2018	201089	PRE-PAID LEGAL SERVI	13	7650-2203-007	317.54
04/20/2018	CDPT	04/24/2018	201089	PRE-PAID LEGAL SERVI	13	7650-2203-114	16.95-
04/20/2018	CDPT	04/24/2018	201089	PRE-PAID LEGAL SERVI	13	7650-2203-114	16.95-
Total 201089:							601.20
201090							
04/06/2018	CDPT	04/24/2018	201090	UPEC, LOCAL 792	10	7650-2203-112	23.25
04/20/2018	CDPT	04/24/2018	201090	UPEC, LOCAL 792	10	7650-2203-112	23.25
04/20/2018	CDPT	04/24/2018	201090	UPEC, LOCAL 792	10	7650-2203-112	2,091.50
Total 201090:							2,138.00
Grand Totals:							137,993.65

Report Criteria:

Paid transmittals included

Transmittal Transaction.Check number = 779-785,201080-201090

Check Register - Payments by Vendor
Check Issue Dates: 4/26/2018 - 4/26/2018

CITY OF SUSANVILLE

Report Criteria:

Report type: GL detail
Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
04/18	04/26/2018	201091	40	AMPS ELECTRIC	MAINT- WATER	2493	1	7301-430-52-43	TECHNICAL SVC	95.00	95.00
Total 2493:											
04/18	04/26/2018	201092	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES-PW	635991385	1	7620-430-10-44	LINEN SERVICE	27.75	27.75
Total 635991385:											
04/18	04/26/2018	201092	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-GAS	635991386	1	7401-430-62-44	LINEN SERVICES	50.95	50.95
Total 635991386:											
04/18	04/26/2018	201092	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-STREETS	635991387	1	2007-431-20-44	LINEN SERVICE	47.82	47.82
Total 635991387:											
04/18	04/26/2018	201092	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-WATER	635991388	1	7110-430-42-44	LINEN SERVICE	38.65	38.65
Total 635991388:											
04/18	04/26/2018	201093	9278		24 HOUR SHIFT 4/20/18	042418	1	1000-422-10-43	VOLUNTEERS	25.00	25.00
04/18	04/26/2018	201093	9278		24 HOUR SHIFT 4/22/18	042418	2	1000-422-10-43	VOLUNTEERS	25.00	25.00
Total 042418:											
04/18	04/26/2018	201094	76	BILLINGTON ACE HARD	SUPPLIES- STREETS	410323	1	2007-431-20-46	SUPPLIES-GENERAL	4.14	4.14
Total 410323:											
04/18	04/26/2018	201094	76	BILLINGTON ACE HARD	SUPPLIES-WATER	410424	1	7110-430-42-46	SUPPLIES-GENERAL	5.39	5.39
Total 410424:											
04/18	04/26/2018	201094	76	BILLINGTON ACE HARD	SUPPLIES- WATER	410590	1	7110-430-42-46	SUPPLIES-GENERAL	30.64	30.64

Check Register - Payments by Vendor
Check Issue Dates: 4/26/2018 - 4/26/2018

CITY OF SUSANVILLE

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 410590:											
04/18	04/26/2018	201094	76	BILLINGTON ACE HARD	SUPPLIES- STREETS	410639	1	2007-431-20-46	SUPPLIES-SMALL TOOLS	30.64	30.64
Total 410639:											
04/18	04/26/2018	201094	76	BILLINGTON ACE HARD	SUPPLIES- STREETS	410673	1	2007-431-20-46	SUPPLIES-GENERAL	9.76	9.76
Total 410673:											
04/18	04/26/2018	201094	76	BILLINGTON ACE HARD	SUPPLIES- STREETS	410833	1	2007-431-20-46	SUPPLIES-GENERAL	24.12	24.12
Total 410833:											
04/18	04/26/2018	201094	76	BILLINGTON ACE HARD	SUPPLIES- STREETS	410854	1	2007-431-20-46	SUPPLIES-GENERAL	24.12	24.12
Total 410854:											
04/18	04/26/2018	201095	1553	BRIDGESTONE GOLF, IN	GOLF BALLS- GC	1002719819	1	7530-451-55-46	SUPPLIES - GENERAL	819.00	819.00
Total 1002719819:											
04/18	04/26/2018	201096	9142		24 HOUR SHIFT 4/20/18	042418	1	1000-422-10-43	VOLUNTEERS	819.00	819.00
Total 042418:											
04/18	04/26/2018	201097	1358	CLASSIC GOLF CAR INC.	SUPPLIES-GC	3665	1	7530-451-52-46	SUPPLIES-GENERAL	25.00	25.00
Total 3665:											
04/18	04/26/2018	201098	156	CREATIVE FORMS & CO	UTILITY REMINDERS-GAS	116294	1	7401-430-62-46	SUPPLIES-GENERAL	268.13	268.13
04/18	04/26/2018	201098	156	CREATIVE FORMS & CO	UTILITY REMINDERS-WATER	116294	2	7110-430-42-46	SUPPLIES-GENERAL	25.00	25.00
Total 116294:											
04/18	04/26/2018	201099	174	DATEMA, STEVEN K.	AIRPORT MANAGER 4/18	042518	1	7201-430-81-43	TECHNICAL SVCS	268.13	268.13
Total 1,938.43											

Check Register - Payments by Vendor
Check Issue Dates: 4/26/2018 - 4/26/2018

CITY OF SUSANVILLE

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 042518:											
04/18	04/26/2018	201100	182	DEPARTMENT OF CONS	1ST QTR SMIP FEE REPORT 20	041918	1	1000-2205-003	DEPOSITS-STRONG MOTION P	1,938.43	1,938.43
Total 041918:											
04/18	04/26/2018	201101	7293	DIG IT CONSTRUCTION	2017 WATER MAIN PROJECT	042018	1	7114-430-49-45	CONSTRUCTION SERVICES	357,088.85	357,088.85
Total 042018:											
04/18	04/26/2018	201102	1260	DIRECTV INC	CABLE-GC	34012381233	1	7530-451-52-45	COMMUNICATIONS	140.31	140.31
Total 34012381233:											
04/18	04/26/2018	201103	219	ED STAUB & SONS PETR	OIL-GAS	1430402	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	164.86	164.86
Total 1430402:											
04/18	04/26/2018	201103	219	ED STAUB & SONS PETR	47.20 GAL PROPANE- GC	S35159	1	7530-451-52-46	PROPANE	72.90	72.90
Total S35159:											
04/18	04/26/2018	201104	9300		REFUND GAS DEPOSIT	10518470002	1	7401-2228-000	DEPOSITS-CUSTOMER	33.16	33.16
Total 10518470002:											
04/18	04/26/2018	201105	265	FRONTIER	257-0315 AWOS AIRPORT	0315 041518	1	7201-430-81-45	COMMUNICATIONS	46.28	46.28
Total 0315 041518:											
04/18	04/26/2018	201105	265	FRONTIER	257-1045 PAW ENGINEERING	1045 041518	1	7620-430-10-45	COMMUNICATIONS	50.41	50.41
Total 1045 041518:											
04/18	04/26/2018	201105	265	FRONTIER	252-1182 SCADA - WATER	1182 041018	1	7110-430-42-45	COMMUNICATIONS	341.00	341.00
Total 1182 041018:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
04/18	04/26/2018	201105	265	FRONTIER	257-2845 U/B ROLL OVER	2845 041518	1	7620-430-10-45	COMMUNICATIONS	67.52	67.52
Total 2845 041518:											
04/18	04/26/2018	201105	265	FRONTIER	252-4247 LASSEN CO AIR POLL	4247 041018	1	7620-430-11-45	COMMUNICATIONS	171.97	171.97
Total 4247 041018:											
04/18	04/26/2018	201105	265	FRONTIER	257-4725-FAX	4725 041518	1	1000-419-10-45	COMMUNICATIONS	44.65	44.65
04/18	04/26/2018	201105	265	FRONTIER	257-4725-FAX	4725 041518	2	1000-417-10-45	COMMUNICATIONS	44.65	44.65
Total 4725 041518:											
04/18	04/26/2018	201105	265	FRONTIER	257-1182 NAT GAS TELEMETRY	7-1182 041018	1	7401-430-62-45	COMMUNICATIONS	38.87	38.87
Total 7-1182 041018:											
04/18	04/26/2018	201106	946	GEORGE T. HALL CO. IN	REPAIR ON PUMP-GC	S1240286.001	1	7301-430-52-43	TECHNICAL SVC	1,355.80	1,355.80
Total S1240286.001:											
04/18	04/26/2018	201107	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S103175	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	3.09	3.09
Total S103175:											
04/18	04/26/2018	201107	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S103198	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	127.07	127.07
Total S103198:											
04/18	04/26/2018	201107	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S103812	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	25.02	25.02
Total S103812:											
04/18	04/26/2018	201107	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S103815	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	70.94	70.94
Total S103815:											
04/18	04/26/2018	201108	1550		TR EX CARMEL 4/29/18-5/04/18	042218	1	1000-421-10-45	TRAINING	407.00	407.00

Check Register - Payments by Vendor
Check Issue Dates: 4/26/2018 - 4/26/2018

CITY OF SUSANVILLE

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 042218:											
04/18	04/26/2018	201109	372	KRONICK, MOSKOVITZ	PROFESSIONAL SERVICES 2/2	290105	1	1000-412-10-43	PROFESSIONAL SVCS	407.00	407.00
Total 290105:											
04/18	04/26/2018	201110	395	LASSEN CO FAIR	BLUEGRASS FESTIVAL SPONS	042518	1	1000-466-33-46	CIVIC CONTRIBUTIONS	4,724.58	4,724.58
04/18	04/26/2018	201110	395	LASSEN CO FAIR	BLUEGRASS FESTIVAL SPONS	042518	2	1000-417-10-48	TAXES, FEES, PERMITS & CHA	275.42	275.42
Total 042518:											
04/18	04/26/2018	201111	411	LASSEN MOTOR PARTS	SUPPLIES-WATER	299121	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	59.83	59.83
Total 299121:											
04/18	04/26/2018	201111	411	LASSEN MOTOR PARTS	SUPPLIES- GAS	299611	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	10.71	10.71
Total 299611:											
04/18	04/26/2018	201111	411	LASSEN MOTOR PARTS	SUPPLIES-STREETS	299781	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	148.10	148.10
Total 299781:											
04/18	04/26/2018	201111	411	LASSEN MOTOR PARTS	SUPPLIES- WATER	299783	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	126.27	126.27
Total 299783:											
04/18	04/26/2018	201111	411	LASSEN MOTOR PARTS	CREDIT-WATER	299787	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	19.31-	19.31-
Total 299787:											
04/18	04/26/2018	201111	411	LASSEN MOTOR PARTS	SUPPLIES-STREETS	299926	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	8.01	8.01
04/18	04/26/2018	201111	411	LASSEN MOTOR PARTS	SUPPLIES- GAS	299926	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	10.32	10.32
04/18	04/26/2018	201111	411	LASSEN MOTOR PARTS	SUPPLIES-WATER	299926	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	13.72	13.72
Total 299926:											
04/18	04/26/2018	201112	9301		REFUND GAS DEPOSIT	10100201022	1	7401-2228-000	DEPOSITS-CUSTOMER	192.53	192.53

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 10100201022:											
04/18	04/26/2018	201113	437	LMUD	JOHNSTONVILLE RD SPRINKLE	10262 041718	1	1000-452-30-46	ELECTRICITY	192.53	192.53
Total 10262 041718:											
04/18	04/26/2018	201113	437	LMUD	472-105 JOHNSTONVILLE WAT	350161 041718	1	7112-430-42-46	ELECTRICITY	155.27	155.27
Total 350161 041718:											
04/18	04/26/2018	201113	437	LMUD	WELL #3-WATER	4559 041718	1	7110-430-42-46	ELECTRICITY	59.35	59.35
Total 4559 041718:											
04/18	04/26/2018	201114	9302		REFUND GAS DEPOSIT	10203174204	1	7401-2228-000	DEPOSITS-CUSTOMER	190.63	190.63
Total 10203174204:											
04/18	04/26/2018	201115	531	MOBIL 1 LUBE EXPRESS	OIL CHANGE -GAS	11882	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	62.76	62.76
Total 11882:											
04/18	04/26/2018	201116	1149	MOORE ROOFING	REPAIRS FIRE STATION ROOF	1133	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	138.00	138.00
Total 1133:											
04/18	04/26/2018	201117	572	QUILL CORPORATION	OFFICE SUPPLIES-GAS	6334356	1	7401-430-62-46	SUPPLIES-GENERAL	138.00	138.00
Total 6334356:											
04/18	04/26/2018	201117	572	QUILL CORPORATION	OFFICE SUPPLIES-PW	6359529	1	7620-430-10-47	FURNITURE AND FIXTURES	28.76	28.76
04/18	04/26/2018	201117	572	QUILL CORPORATION	OFFICE SUPPLIES-PW	6359529	2	7620-430-10-46	SUPPLIES-GENERAL	33.60	33.60
Total 6359529:											
04/18	04/26/2018	201118	9303		WOODSTOVE REBATE	042418	1	8404-430-12-48	GRANTS	316.02	316.02
Total 8404-430-12-48 GRANTS											
										1,500.00	1,500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 042418:											
04/18	04/26/2018	201119	1076	SIERRA COFFEE AND BE	BOTTLED WATER-PW	49681	1	7620-430-10-46	SUPPLIES-GENERAL	14.50	14.50
Total 49681:											
04/18	04/26/2018	201120	640	SIERRA ELECTRONICS	REPAIR RADIOS-FD	229580	1	1000-422-10-44	RADIOS - REPAIR & MAINTENA	160.00	160.00
Total 229580:											
04/18	04/26/2018	201121	9299	SIERRA SHOPPING CEN	REFUND WATER OVERPAYME	10409700002	1	9999-1001-001	CASH CLEARING - UTILITIES	16.88	16.88
04/18	04/26/2018	201121	9299	SIERRA SHOPPING CEN	REFUND GAS OVERPAYMENT	10409700002	2	9999-1001-001	CASH CLEARING - UTILITIES	100.00	100.00
Total 10409700002:											
04/18	04/26/2018	201122	873	SUSANVILLE FORD INC	RPR & MAINT- ADMIN	337597	1	1000-417-10-44	VEHICLE - REPAIR & MAINTEN	382.69	382.69
Total 337597:											
04/18	04/26/2018	201123	7416		REFUND GAS OVERPAYMENT	10432320116	1	9999-1001-001	CASH CLEARING - UTILITIES	42.88	42.88
Total 10432320116:											
04/18	04/26/2018	201124	689	SWRCB	ANNUAL PERMIT FEE 4/1/18-3/3	SW-0148908	1	7110-430-42-48	DUES AND MEMBERSHIPS	50.00	50.00
04/18	04/26/2018	201124	689	SWRCB	ANNUAL PERMIT FEE 4/1/18-3/3	SW-0148908	2	7110-1430-105	PRE-PAID OTHER	150.00	150.00
Total SW-0148908:											
04/18	04/26/2018	201125	9296	THE SANDBAGGER, LLC	SANDBAGGING MACHINE	3684	1	1003-417-10-46	SUPPLIES-GENERAL	6,205.00	6,205.00
Total 3684:											
04/18	04/26/2018	201126	1141	THOMPSON GARAGE DO	SERVICED DOOR-PW	102375	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	103.72	103.72
Total 102375:											
04/18	04/26/2018	201127	9298		REFUND WATER DEPOSIT	10223400003	1	7110-2228-000	DEPOSITS-CUSTOMER	9.37	9.37

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 10223400003:											
04/18	04/26/2018	201128	770	WESTERN NEVADA SUP	SUPPLIES - GAS	67356232	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	68.72	68.72
Total 67356232:											
04/18	04/26/2018	201128	770	WESTERN NEVADA SUP	SUPPLIES- GAS	67368775	1	7110-430-42-46	SUPPLIES-GENERAL	741.83	741.83
Total 67368775:											
04/18	04/26/2018	201128	770	WESTERN NEVADA SUP	SUPPLIES- GAS	67383299	1	7401-430-62-46	SUPPLIES-GENERAL	18.52	18.52
Total 67383299:											
04/18	04/26/2018	201128	770	WESTERN NEVADA SUP	CREDIT- GAS	CM67384020	1	7301-430-52-46	SUPPLIES-GENERAL	135.77-	135.77-
Total CM67384020:											
Grand Totals:										393,547.28	393,547.28

Report Criteria:
 Report type: GL detail
 Check Voided = False

Report Criteria:
 Report type: GL detail
 Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount	
04/18	04/30/2018	201129	728	U S POSTMASTER	UB BILLING GAS	043018	1	7401-430-62-46	POSTAGE	272.46	272.46	
04/18	04/30/2018	201129	728	U S POSTMASTER	UB BILLING WATER	043018	2	7110-430-42-46	POSTAGE	528.92	528.92	
Total 043018:											801.38	801.38
Grand Totals:											801.38	801.38

Report Criteria:
 Report type: GL detail
 Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/18	05/04/2018	201130	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES-PW	636005616	1	7620-430-10-44	LINEN SERVICE	29.08	29.08
Total 636005616:											
05/18	05/04/2018	201130	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-GAS	636005617	1	7401-430-62-44	LINEN SERVICES	63.16	63.16
Total 636005617:											
05/18	05/04/2018	201130	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-STREETS	636005618	1	2007-431-20-44	LINEN SERVICE	47.82	47.82
Total 636005618:											
05/18	05/04/2018	201130	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-WATER	636005619	1	7110-430-42-44	LINEN SERVICE	38.65	38.65
Total 636005619:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	408974	1	1000-452-20-46	SUPPLIES-GENERAL	97.43	97.43
Total 408974:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	409952	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	6.52	6.52
Total 409952:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	409995	1	1000-452-20-46	SUPPLIES-GENERAL	134.17	134.17
Total 409995:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	410027	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	1.45	1.45
Total 410027:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	41004	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	1.45	1.45

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 41004:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	410086	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	47.43	47.43
Total 410086:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	410149	1	1000-452-20-46	SUPPLIES-GENERAL	12.72	12.72
Total 410149:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	410311	1	1000-452-20-46	SUPPLIES-GENERAL	17.35	17.35
Total 410311:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	410325	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	2.30	2.30
Total 410325:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	410373	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	46.86	46.86
Total 410373:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	410519	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	19.28	19.28
Total 410519:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	410526	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	6.52	6.52
Total 410526:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	410649	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	15.19	15.19
Total 410649:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	410949	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	56.03	56.03
Total 410949:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PW	410997	1	7620-430-10-44	REPAIR AND MAINTENANCE-V	5.11	5.11
Total 410997:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	411043	1	1000-452-20-46	SUPPLIES-GENERAL	66.15	66.15
Total 411043:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- STREETS	411055	1	2007-431-20-46	SUPPLIES-GENERAL	18.79	18.79
Total 411055:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	411075	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	21.69	21.69
Total 411075:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	411093	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	7.60	7.60
Total 411093:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	411104	1	2007-431-20-46	SUPPLIES-GENERAL	3.68	3.68
Total 411104:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- WATER	411145	1	7110-430-42-46	SUPPLIES-GENERAL	20.44	20.44
Total 411145:											
05/18	05/04/2018	201131	76	BILLINGTON ACE HARD	SUPPLIES- GAS	411152	1	7401-430-62-46	SUPPLIES-GENERAL	13.49	13.49
Total 411152:											
05/18	05/04/2018	201132	1116	CALIFORNIA BUILDING S	1ST QTR SPEC REV FUND SB 1	042518	1	1000-2205-006	DEPOSIT PAYABLE-SB 1473	110.07	110.07
Total 042518:											
05/18	05/04/2018	201133	148	COMPUTER LOGISTICS	MONTHLY SERVICES 25 HOUR	71257	1	1000-417-10-43	TECHNICAL SVCS	220.00	220.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 71257:											
05/18	05/04/2018	201133	148	COMPUTER LOGISTICS	MONTHLY SERVICES 25 HOUR	71264	1	1000-417-10-43	TECHNICAL SVCS	220.00	220.00
05/18	05/04/2018	201133	148	COMPUTER LOGISTICS	MONTHLY SERVICES 25 HOUR	71264	2	1000-417-10-43	TECHNICAL SVCS	20.00	20.00
Total 71264:											
05/18	05/04/2018	201134	156	CREATIVE FORMS & CO	UTILITY BILLS-GAS	116295	1	7401-430-62-46	SUPPLIES-GENERAL	797.09	797.09
05/18	05/04/2018	201134	156	CREATIVE FORMS & CO	UTILITY BILLS-WATER	116295	2	7110-430-42-46	SUPPLIES-GENERAL	797.08	797.08
Total 116295:											
05/18	05/04/2018	201135	167	DALCAR ELECTRICAL SU	REPAIRS- PARKS	21116	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	10.51	10.51
Total 21116:											
05/18	05/04/2018	201136	194	DIAMOND SAW SHOP IN	SUPPLIES -PARKS	16153	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	8.43	8.43
Total 16153:											
05/18	05/04/2018	201137	1484	EDGES ELECTRICAL GR	SUPPLIES- PARKS	S4317099.001	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	26.37	26.37
Total S4317099.001:											
05/18	05/04/2018	201137	1484	EDGES ELECTRICAL GR	SUPPLIES- PARKS	S4317099.002	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	26.37	26.37
Total S4317099.002:											
05/18	05/04/2018	201138	241	FEATHER PUBLISHING C	PRINTING & BINDING-PD	1415637	1	1000-421-10-45	PRINTING AND BINDING	92.92	92.92
Total 1415637:											
05/18	05/04/2018	201138	241	FEATHER PUBLISHING C	YELLOW PAGES ADVERTISME	147985	1	7530-451-52-45	ADVERTISING	55.00	55.00
Total 147985:											
05/18	05/04/2018	201138	241	FEATHER PUBLISHING C	RFQ PROJECT 17-01	PROJECT 17-01	1	2007-431-29-44	CONSTRUCTION SERVICES	1,543.95	1,543.95

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total PROJECT 17-01:											
05/18	05/04/2018	201139	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	872324A	1	7110-430-42-43	TECHNICAL SVCS	147.00	147.00
Total 872324A:											
05/18	05/04/2018	201139	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	872496A	1	7110-430-42-43	TECHNICAL SVCS	95.00	95.00
Total 872496A:											
05/18	05/04/2018	201140	265	FRONTIER	257-1056-PW SHOP	1056 042018	1	7620-430-10-45	COMMUNICATIONS	50.41	50.41
Total 1056 042018:											
05/18	05/04/2018	201140	265	FRONTIER	257-1057-FAX PW	1057 042018	1	7620-430-10-45	COMMUNICATIONS	152.46	152.46
Total 1057 042018:											
05/18	05/04/2018	201140	265	FRONTIER	257-5603 POLICE	5603 041018	1	1000-421-10-45	COMMUNICATIONS	1,826.81	1,826.81
Total 5603 041018:											
05/18	05/04/2018	201140	265	FRONTIER	257-7236-PW	7236 042018	1	7620-430-10-45	COMMUNICATIONS	205.06	205.06
Total 7236 042018:											
05/18	05/04/2018	201140	265	FRONTIER	257-7237-GAS	7237 042018	1	7620-430-10-45	COMMUNICATIONS	55.54	55.54
Total 7237 042018:											
05/18	05/04/2018	201141	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S103403	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	29.78	29.78
Total S103403:											
05/18	05/04/2018	201141	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S103875	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	59.58	59.58
Total S103875:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/18	05/04/2018	201141	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S103919	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	11.03	11.03
Total S103919:											
05/18	05/04/2018	201141	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S103963	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	75.45	75.45
Total S103963:											
05/18	05/04/2018	201141	335	J.W. WOOD CO INC	SUPPLIES-GC	S104031	1	7530-451-55-46	SUPPLIES - GENERAL	61.11	61.11
Total S104031:											
05/18	05/04/2018	201142	1350	JONES & MAYER	PROFESSIONAL SERVICES	86632	1	1000-412-10-43	PROFESSIONAL SVCS	280.50	280.50
Total 86632:											
05/18	05/04/2018	201142	1350	JONES & MAYER	PROFESSIONAL SERVICES	86633	1	1000-412-10-43	PROFESSIONAL SVCS	2,193.00	2,193.00
Total 86633:											
05/18	05/04/2018	201143	362	KAUFFMAN, BILL	CUSTODIAL SVCS	753150	1	1000-417-10-44	CUSTODIAL	650.00	650.00
Total 753150:											
05/18	05/04/2018	201143	362	KAUFFMAN, BILL	CUSTODIAL SVCS-PW	753401	1	7620-430-10-44	CUSTODIAL	250.00	250.00
Total 753401:											
05/18	05/04/2018	201144	374	L N CURTIS & SONS	RESCUE EQUIP.-FIRE	176338	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	250.00	250.00
Total 176338:											
05/18	05/04/2018	201145	383	LASCO	SUPPLIES-FIRE	2813	1	1000-422-10-46	SUPPLIES-GENERAL	90.09	90.09
Total 2813:											
05/18	05/04/2018	201146	411	LASSEN MOTOR PARTS	SUPPLIES-PARKS	3000110	1	1000-452-20-44	VEHICLE - REPAIR & MAINTEN	37.12	37.12

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 3000110:											
05/18	05/04/2018	201146	411	LASSEN MOTOR PARTS	SUPPLIES-STREETS	300100	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	37.12	37.12
Total 300100:											
05/18	05/04/2018	201146	411	LASSEN MOTOR PARTS	SUPPLIES- FIRE	300141	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	17.95	17.95
Total 300141:											
05/18	05/04/2018	201146	411	LASSEN MOTOR PARTS	SUPPLIES- FIRE	300146	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	8.96	8.96
Total 300146:											
05/18	05/04/2018	201146	411	LASSEN MOTOR PARTS	SUPPLIES-STREETS	300196	1	2007-431-20-46	SUPPLIES-GENERAL	8.96	8.96
Total 300196:											
05/18	05/04/2018	201146	411	LASSEN MOTOR PARTS	SUPPLIES- PW	300268	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	23.44	23.44
Total 300268:											
05/18	05/04/2018	201147	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	64996	1	2007-431-20-44	DISPOSAL	20.00	20.00
Total 64996:											
05/18	05/04/2018	201147	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	65013	1	2007-431-20-44	DISPOSAL	20.00	20.00
Total 65013:											
05/18	05/04/2018	201147	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	65038	1	2007-431-20-44	DISPOSAL	20.00	20.00
Total 65038:											
05/18	05/04/2018	201147	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	65049	1	2007-431-20-44	DISPOSAL	20.00	20.00
Total 65049:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/18	05/04/2018	201147	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	65059	1	2007-431-20-44	DISPOSAL	20.00	20.00
Total 65059:											
05/18	05/04/2018	201147	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	65066	1	2007-431-20-44	DISPOSAL	20.00	20.00
Total 65066:											
05/18	05/04/2018	201148	421	LEAGUE OF CALIFORNIA	MEMBERSHIP DUES 2018	4678	1	1000-417-10-48	TAXES, FEES, PERMITS & CHA	50.00	50.00
05/18	05/04/2018	201148	421	LEAGUE OF CALIFORNIA	MEMBERSHIP DUES 2018	4678	2	1000-1430-105	PREPAID - OTHER	50.00	50.00
Total 4678:											
05/18	05/04/2018	201149	437	LMUD	SOUTH ST ROOSEVELT AREA	1744 042718	1	1000-452-20-46	ELECTRICITY	8.44	8.44
Total 1744 042718:											
05/18	05/04/2018	201149	437	LMUD	RIVERSIDE PARK LIGHTS	1999 042718	1	1000-452-20-46	ELECTRICITY	32.51	32.51
Total 1999 042718:											
05/18	05/04/2018	201149	437	LMUD	N WEATHERLOW ST SIGNALS-	3651 042318	1	2007-431-60-46	ELECTRICITY	121.90	121.90
Total 3651 042318:											
05/18	05/04/2018	201149	437	LMUD	MAIN & ALEXANDER SIGNAL-S	49496 0423116	1	2007-431-60-46	ELECTRICITY	141.46	141.46
Total 49496 0423116:											
05/18	05/04/2018	201149	437	LMUD	MAIN & FAIRFIELD-STREETS	49497 042318	1	2007-431-60-46	ELECTRICITY	113.65	113.65
Total 49497 042318:											
05/18	05/04/2018	201149	437	LMUD	MAIN & JOHNSTNVLE SIGNAL-	49498 042318	1	2007-431-60-46	ELECTRICITY	138.69	138.69
Total 49498 042318:											
05/18	05/04/2018	201149	437	LMUD	RIVERSIDE & MAIN SIGNALS-S	49499 042318	1	2007-431-60-46	ELECTRICITY	230.16	230.16

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 49499 042318:											
05/18	05/04/2018	201149	437	LMUD	WELL #1-WATER	7714 042318	1	7110-430-42-46	ELECTRICITY	230.16	230.16
Total 7714 042318:											
05/18	05/04/2018	201149	437	LMUD	RIVERSIDE PARK LIGHTS	9501 042718	1	1000-452-20-46	ELECTRICITY	107.61	107.61
Total 9501 042718:											
05/18	05/04/2018	201150	1508	MAIN STREET LUBE	OIL & FILTER #78-PD	14346	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	52.21	52.21
Total 14346:											
05/18	05/04/2018	201151	855		PHYSICAL FITNESS ALLOWAN	042518	1	1000-422-10-47	MACHINERY AND EQUIPMENT	250.00	250.00
Total 042518:											
05/18	05/04/2018	201152	9307		REFUND GAS DEPOSIT	10210150009	1	7401-2228-000	DEPOSITS-CUSTOMER	190.78	190.78
Total 10210150009:											
05/18	05/04/2018	201153	7872		24 HOUR SHIFT COVERAGE 4/2	042518	1	1000-422-10-43	VOLUNTEERS	25.00	25.00
Total 042518:											
05/18	05/04/2018	201154	546	PAYLESS BUILDING SUP	SUPPLIES-PARKS	2495253	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	330.44	330.44
Total 2495253:											
05/18	05/04/2018	201154	546	PAYLESS BUILDING SUP	SUPPLIES-PARKS	2496341	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	25.74	25.74
Total 2496341:											
05/18	05/04/2018	201155	9306		REFUND GAS DEPOSIT	10330300023	1	7401-2228-000	DEPOSITS-CUSTOMER	12.70	12.70
Total 10330300023:											
										12.70	12.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/18	05/04/2018	201156	1379	SENSIT TECHNOLOGIES	SUPPLIES- GAS	0256023	1	7401-430-62-44	REPAIR AND MAINTENANCE-MI	139.72	139.72
Total 0256023:											
05/18	05/04/2018	201157	632	SEZZI CONCRETE & MAT	SAND- GC	220	1	7530-451-52-46	SUPPLIES-GENERAL	2,187.90	2,187.90
Total 220:											
05/18	05/04/2018	201158	9308		REFUND GAS DEPOSIT	10310550413	1	7401-2228-000	DEPOSITS-CUSTOMER	183.15	183.15
Total 10310550413:											
05/18	05/04/2018	201159	1076	SIERRA COFFEE AND BE	BOTTLED WATER	48943	1	1000-417-10-46	SUPPLIES-GENERAL	34.65	34.65
Total 48943:											
05/18	05/04/2018	201159	1076	SIERRA COFFEE AND BE	BOTTLED WATER-PW	49640	1	7620-430-10-46	SUPPLIES-GENERAL	20.15	20.15
Total 49640:											
05/18	05/04/2018	201160	1265	SUSANVILLE PAINT CEN	SUPPLIES- PARKS	37262	1	1000-452-20-46	SUPPLIES-GENERAL	1,133.83	1,133.83
Total 37262:											
05/18	05/04/2018	201160	1265	SUSANVILLE PAINT CEN	SUPPLIES- PARKS	37319	1	1000-452-20-46	SUPPLIES-GENERAL	7.36	7.36
Total 37319:											
05/18	05/04/2018	201160	1265	SUSANVILLE PAINT CEN	SUPPLIES-PARKS	37330	1	1000-452-20-46	SUPPLIES-GENERAL	180.90	180.90
Total 37330:											
05/18	05/04/2018	201160	1265	SUSANVILLE PAINT CEN	SUPPLIES- PARKS	37356	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	180.90	180.90
Total 37356:											
05/18	05/04/2018	201160	1265	SUSANVILLE PAINT CEN	SUPPLIES- PARKS	37408	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	180.90	180.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 37408:											
05/18	05/04/2018	201160	1265	SUSANVILLE PAINT CEN	SUPPLIES-PARKS	37479	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	180.90	180.90
Total 37479:											
05/18	05/04/2018	201161	1141	THOMPSON GARAGE DO	SERVICED DOORS-PD	102362	1	1000-421-10-44	FACILITY - REPAIR & MAINTEN	94.00	94.00
Total 102362:											
05/18	05/04/2018	201162	712	TNS TRUCKING CO	TRANSFER BASE ROCK & SAN	3211	1	7401-430-62-46	SUPPLIES-GENERAL	351.11	351.11
05/18	05/04/2018	201162	712	TNS TRUCKING CO	TRANSFER BASE ROCK & SAN	3211	2	2007-431-20-46	SUPPLIES-GENERAL	234.07	234.07
05/18	05/04/2018	201162	712	TNS TRUCKING CO	TRANSFER BASE ROCK & SAN	3211	3	7110-430-42-46	SUPPLIES-GENERAL	351.11	351.11
Total 3211:											
05/18	05/04/2018	201163	9305		REFUND GAS DEPOSIT	10113760103	1	7401-2228-000	DEPOSITS-CUSTOMER	194.32	194.32
Total 10113760103:											
05/18	05/04/2018	201164	1568	VERIFORCE	TECHNICAL SERVICES-GAS	283605	1	7401-430-62-43	TECHNICAL SVCS	272.00	272.00
Total 283605:											
05/18	05/04/2018	201165	770	WESTERN NEVADA SUP	SUPPLIES-PARKS	67384531	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	81.04	81.04
Total 67384531:											
05/18	05/04/2018	201165	770	WESTERN NEVADA SUP	SUPPLIES-PARKS	67389983	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	193.23	193.23
Total 67389983:											
05/18	05/04/2018	201165	770	WESTERN NEVADA SUP	SUPPLIES-PARKS	67395013	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	6.12	6.12
Total 67395013:											
05/18	05/04/2018	201165	770	WESTERN NEVADA SUP	SUPPLIES-GC	673972040	1	7530-451-52-46	SUPPLIES-GENERAL	24.53	24.53

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 673972040:											
05/18	05/04/2018	201166	9304		REFUND GAS DEPOSIT	10309300014	1	7401-2228-000	DEPOSITS-CUSTOMER	68.70	68.70
Total 10309300014:											
Grand Totals:											
										20,022.06	20,022.06

Report Criteria:

Report type: GL detail
 Check Voided = False

Reviewed by: Da City Administrator
_____ City Attorney

_____ Motion Only
_____ Public Hearing
X Resolution
_____ Ordinance
_____ Information

Submitted By: Heidi Whitlock, Assistant to the City Administrator

Action Date: May 16, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 18-5502** approving and authorizing Mayor to execute MOU with the SPOA bargaining unit.

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: An agreement has been reached with the SPOA bargaining unit for the period of July 1, 2017 through June 30, 2019. The changes from the existing agreement include the following (see attachment for full details):

1. Two Year Contract
2. COLA: Year 1: 1.5%, Year 2: 1.5%
3. Specialty Pay for SRO: 2.5%
4. Night Differential Pay: 1.5%
5. \$10,000 in gym equipment
6. Adding Residency Policy Clause

FISCAL IMPACT: Increase in current annual salary and benefits:
Year 1 - \$29,903 (difference from current)
Year 2 - \$28,665 (\$58,568 total [\$29,903+\$28,665])

ACTION REQUESTED: Motion to approve Resolution No. 18-5502 Approving and authorizing Mayor to execute MOU with the SPOA bargaining unit.

ATTACHMENTS: Resolution No. 18-5502
SPOA Unit Memorandum of Understanding

RESOLUTION NO. 18-5502
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING MAYOR TO EXECUTE MEMORANDUM OF
UNDERSTANDING WITH THE SPOA BARGAINING UNIT FOR FISCAL YEAR
2017/2018 AND 2018/2019

WHEREAS, the City of Susanville and representatives from the SPOA bargaining unit have negotiated a labor agreement according to the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the Bargaining Unit has ratified the respective agreement; and

WHEREAS, the agreement has been negotiated within the parameters established by City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Susanville that the Memorandum of Understanding with the SPOA bargaining unit for the period of July 1, 2017 through June 30, 2019 is hereby approved.

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 18-5502 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of May, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR THE
CITY OF SUSANVILLE
AND THE
SUSANVILLE PEACE OFFICERS ASSOCIATION

July 1, 2017 through and including June 30, 2019

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE(s)</u>
1	INTRODUCTION	1
2	EMPLOYEE RIGHTS	1
3	CITY RIGHTS	1-2
4	NON-DISCRIMINATION	2
5	UNIT RECOGNITION	2
6	UNIT DESCRIPTION	2
7	SALARY SCALE, MERIT STEP INCREASES AND PAY PERIOD	2-3
8	IRS SECTION 125 PLAN, DEFERRED COMPENSATION	3
9	UNIFORMS	3
10	RETIREMENT	4
11	WORK SCHEDULE	4
12	HOLIDAYS	4-5
13	OVERTIME	5-6
14	EMPLOYEE SICK LEAVE	7
15	MILITARY LEAVE	7
16	JURY DUTY	8
17	VACATION	8
18	FAMILY ILLNESS LEAVE	8
19	HEALTH, DENTAL, VISION, INSURANCE	8-9
20	LIFE INSURANCE	9
21	PROFESSIONAL DEVELOPMENT PROGRAM	9-10
22	PAST PRACTICES	11
23	GRIEVANCE/DISCIPLINE PROCEDURES	11
24	MISCELLANEOUS	11
25	RESIDENCY POLICY	11
26	SOLE AGREEMENT	11-12
27	TERMS OF MEMORANDUM AND SIGNATURES	12
	Exhibit "A"	13
	Exhibit "B"	14
	Exhibit "C"	15
	Exhibit "D"	16

1 **INTRODUCTION**

The City of Susanville, hereinafter called the CITY, and the Susanville Peace Officers Association, hereinafter called the ASSOCIATION, having met and conferred in good faith, have entered into this Memorandum of Understanding establishing wages, hours, and other terms and conditions of employment.

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of California Government Code Section 3500.

2 **EMPLOYEE RIGHTS**

Employees of the CITY of Susanville have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation.

As Public Safety Officers under California Law, the members of the Susanville Peace Officers Association are protected by the *PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS* and are entitled to exercise the rights enumerated in California Government Code Sections 3302 through 3309, inclusive.

3 **CITY RIGHTS**

A The CITY retains the right, subject to and in accordance with applicable laws and the provisions of this MOU to

- 1 direct employees in the performance of their duties;
- 2 hire, promote, transfer, assign, and discipline employees;
- 3 dismiss employees because of lack of work, or in accordance with personnel rules and regulations;
- 4 determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions, or employees, assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work; and
- 5 take whatever action may be appropriate to carry out its mission in situations of emergency.

B In addition, the CITY specifically retains all the rights, subject to the provisions of this MOU, to take whatever actions and set whatever policies it deems appropriate.

C This section will not operate to deny any employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act.

4 **NON-DISCRIMINATION**

The CITY and the ASSOCIATION agree not to discriminate against any employees in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice versa.

5 **UNIT RECOGNITION**

A Acknowledgment: The CITY agrees to acknowledge the Susanville Peace Officers Association as the only recognized employee organization representing the non-management employees itemized in Section 6 so long as said ASSOCIATION maintains the dues-paying membership of a majority of the employees within the unit as described within Section 6.

B Payroll Deduction/Dues: For those Unit employees itemized in Section 6, the CITY will deduct from their wages the regular monthly dues. Such dues shall be deducted and transmitted to the ASSOCIATION upon voluntary, revocable, written authorization of the Unit employee in a manner complying with legal requirements. Written authorization forms will be provided by the CITY.

6 **UNIT DESCRIPTION**

This unit shall consist of all regular full-time or probationary employees of the CITY of Susanville's Police Department which are specifically enumerated below:

A **Sworn Unit Members**
Police Sergeant
Police Officer

7 **SALARY SCALE, MERIT STEP INCREASES AND PAY PERIOD**

Outlined below are the salaries for all employees covered under this MOU.

A Pay Period: Pay periods will conform to 26 pay periods within a full year with pay day occurring every other Friday.

B. Salaries: For the period of July 1, 2017 through June 29, 2018, salaries shall increase 1.5% as shown in Exhibit B of the City of Susanville Global Range and Step Matrix, with an additional 1.5% increase to take effect on July 1, 2018 as shown in Exhibit C.

C Merit Pay: In order to receive a salary step increase the employee shall demonstrate that they merit such increase as shown by the annual performance review. The

performance review shall be rated "Meets job Requirements" or a numerical rating of 3.10 or above to qualify for merit increase.

- D Longevity: When an employee has been at Step F for two years, he/she may according to merit, move to Step G. If the employee remains in the same classification for two additional years he/she may according to merit go to Step H. Merit increases will not be automatic and will be based upon merit as evidenced by the most recent performance evaluation. Merit increases will be limited to one per fiscal year.
- E Performance Evaluations: If an employee is not given a job performance evaluation within sixty days of the employee's evaluation anniversary date, and there are no current counseling letters or pending disciplinary actions, it will be deemed that the employee was at a "meets" or "exceeds" performance level or higher at the time of the anniversary date and will be granted an appropriate increase, based on merit, retroactive to the anniversary date.
- F Specialty Pay: When an employee who is certified as a Field Training Officer is assigned to perform those duties, whether one day or a full work week, they shall receive a specialty pay of \$50 per week. Members who are Detectives shall receive an additional 2.5%. School Resource Officers (SROs) shall receive an additional 2.5% to take effect on July 1, 2017.
- G Night Differential Pay: Night Differential Pay is described as any scheduled hours (not including holding over after shift) between 18:00 hours (6:00pm) and 06:00 hours (6:00am). Members will receive an additional 1.5% for night differential pay as of July 1, 2017 with an additional 1% increase to take effect of July 1, 2018.

8 **IRS SECTION 125 PLAN, DEFERRED COMPENSATION**

- A The City agrees to establish an IRS Section 125 Plan for employees use.
- B The City will contribute \$65 per month as a contribution to an employee's Section 125 plan; or
- C The City will match on a dollar for dollar basis contributions to a deferred compensation plan with a maximum contribution of \$65 per month.

9 **UNIFORMS**

- A The CITY shall provide each employee in this unit with a uniform allowance of \$450.00 each June and \$450.00 each December. The allowance is for the purpose of purchase, maintenance and off-duty care of uniforms and associated gear and equipment.
- B There will be a one-time purchase by the CITY of a cold-weather coat and boots for each member of the Unit. All coats purchased shall be uniform in appearance.

The maximum CITY expense shall be \$250.00 per employee, although that amount may be supplemented by the employee at the employee's discretion. New employees shall receive no more than \$350.00 for cold-weather coat and boots.

10 **RETIREMENT**

A Sworn Personnel: The CITY shall pay employer share for each eligible sworn employee under its existing retirement program to the Public Employees Retirement System for 3% at 50, single highest year. Legacy members will be responsible for paying the 9% employee contribution.

New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340 / PEPRA.

11 **WORK SCHEDULE**

A Work Period: The work period for this unit shall consist of fourteen (14) days with the work period beginning at midnight Friday and ending at midnight Friday within a 14-day work period.

B Work Week: A 40-hour work week shall constitute a regular work schedule for this unit unless the needs of the CITY require an alteration of the schedule because of emergencies, budgetary reasons, or in order to accommodate temporary schedule adjustments. The needs of the CITY will be paramount when making assignments under the 40-hour work week.

C Alternate Work Schedules: The Chief of Police may implement alternative work schedules he deems beneficial to the department.

D In December 2004, an alternative work schedule was implemented and considered successful after a six months trial period. The alternative work schedule is:

207(k) Work Schedule Employees assigned to the 207 (k) 7/12 work schedule shall work three twelve hour workdays in one seven day period and four twelve hour workdays in the next seven day period. Overtime shall be paid after twelve hours worked per day and after eighty four hours worked per pay period. Supervisory staff may send an employee home any time in a fourteen day work period for a minimum of two hours, not to exceed four hours.

4/40 Work Schedule Employees shall work eight ten hour days in a fourteen day work period, in a four and four configuration. Overtime shall be paid after ten hours worked per day and after eighty hours per pay period.

12 **HOLIDAYS**

- A The holidays listed in the Employee Manual will be recognized as eight (8) hour holidays. When holidays will be celebrated by this unit shall be specified each July by the City Administrator.

- B The holidays will be considered as a single block of time to be credited to the employee in the month they occur. This time is to be used in lieu of holidays. Holiday time will normally be taken in the month that the holiday occurs. However, the time at which the employee shall be granted holiday time is at the discretion of the Department Head. The employee's preference will be taken into account, as far as possible, with requests that may be denied justified in writing to the requesting employee. The predominant factor considered will be the CITY's needs which may include, but not be limited to:

No holiday time shall be granted off if an officer/sergeant has to be called back from a scheduled vacation or is attending school. Total number of hours credited to each employee of this unit will be the 14 holidays listed in paragraph A. Requests for holiday time may be made at any time to the supervising officer, but in a reasonable time to provide a written response if conditions require a denial.

Employees will be expected to take holiday leave whenever possible, however unused holiday leave up to a maximum of 50 hours will be reimbursed at regular pay rates during the pay period closest to June 30 and up to a maximum of 50 hours will be reimbursed at regular pay rates during the pay period closest to December 31 each year.

It should be understood that should an individual terminate employment with unused Holiday Time, no compensation will be granted for the unused holiday time. It should be understood that if individuals have exhausted all of the Holiday Time prior to June 30th and the individual terminates employment after Holiday Time is exhausted, no pro-rated Holiday Time will be deducted from the final paycheck.

13 **OVERTIME**

- A The CITY agrees, for those who work a 207(k) schedule, overtime shall be paid after twelve hours worked per day and after eighty four hours worked per pay period. For those who work a 4/40 work schedule, overtime shall be paid after ten hours worked per day and after eighty hours per pay period per Section 11D of this MOU. For those who work a regular work schedule, all hours in excess of forty (40) hours, or eight (8) hours per day, will be paid as overtime. Vacation time and sick leave time, or hours worked on a holiday designated in Section 12, will be counted as hours worked, and shall be compensated for at a rate of 1.5 times the regular rate of pay. Employees who have a regular day off on a holiday will receive double time if called in to work on that holiday.

- B The assignment of overtime will be at the CITY'S sole discretion and scheduled by supervisory personnel. However, the CITY shall endeavor to select, from among those employees who are qualified, those individuals who wish to work overtime.
- C The CITY shall have the right to require employees to work whenever necessary.
- D Call-back pay: Should an employee be required to make a court appearance outside of his/her regularly scheduled shift, or an off-duty day, said employee shall be compensated a minimum of four (4) hours at the straight time rate. Hours in court in excess of four (4) hours shall be compensated at time and one-half (1.5). An employee who is scheduled to make a court appearance outside his/her regularly scheduled shift, or on an off-duty day where the appearance is canceled shall receive 2 hours of regular pay if they are notified of court cancellation after 1700 the day before appearance is scheduled. An employee required to appear for duty after leaving the work site at end of shift, other than court, shall be compensated a minimum of two (2) hours at 1.5 times employee's regular rate of pay.
- E The CITY shall grant either pay for overtime pursuant to Section 13.A. or compensatory time off at the rate of 1.5 times the number of overtime hours worked. The time at which the employee shall be granted compensatory time is at the discretion of the Department Head. The employee's preference will be taken into account, as far as possible, with requests that may be denied justified in writing to the requesting employee.

No compensatory time shall be granted off if it requires a regular officer to be re-scheduled to work that time period at the time and one-half rate.

No compensatory time shall be granted off if an officer/sergeant has to be called back from a scheduled vacation or is attending school.

Requests for compensatory time off may be made at any time to the supervising officer, but in a reasonable time to provide a written response if conditions require a denial.

No employee shall accrue more than 240 hours of compensatory time off. Employee may request a cash payment of up to 80 hours per fiscal year to be issued by separate check. Such check(s) may only be issued on a quarterly basis within the months of September, December, March and June with a minimum increment of ten (10) hours of compensatory time accrued.

Employees with accruals in excess of 240 hours as of July 1, 1996 shall not accrue any additional compensatory time hours until they reduce their accrual to below 240 hours. Such employees shall reduce their compensatory time accruals to 240 hours.

Where any of the above section E is found to be inconsistent with DBL guidelines, the guidelines shall be used.

- F Notwithstanding the above, a shift trade between two employees to work the other's shift, which does not add to department costs for overtime pay or compensatory time, shall be allowed provided reasonable advance notice is provided to the approving supervisor.

14 **EMPLOYEE SICK LEAVE**

- A Employees within this unit will accrue 3.69 hours sick or accident allowance for each full pay period of employment, up to a total of ninety-six (96) hours allowance per calendar year, unlimited accumulation.
- B Benefits shall be payable commencing the first day of absence due to the employee's sickness or accident.
- C Sick leave benefits are payable only for an employee's regularly scheduled work days on which he or she is off as a result of the employee's illness or accident.
- D The employee may be required, at the discretion of the CITY Administrator or the CITY Administrator's authorized representative, to furnish a doctor's certificate, or other satisfactory proof of illness or accident, after three (3) days of absence. If the employee is suspected of abusing his sick leave privileges, said requirement may be imposed after any length of absence. The CITY Administrator, or the CITY Administrator's authorized representative, may terminate or withhold said benefits if the employee fails to furnish satisfactory and non-falsified proof of illness or accident.
- E Under the Public Employees Retirement System, credit for unused sick leave (Section 20965) of the Government Code shall be a benefit provided to each employee of this unit upon retirement and in accordance with the rules and regulations of PERS.
- F Upon retirement from the City unused sick leave shall be capitalized at 50% of current hourly salary. This fund may be used to pay one-half of monthly health insurance premiums.

15 **MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the CITY Administrator, and/or the CITY Administrator's authorized representative, an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

16 **JURY DUTY**

While serving on Jury Duty, employees will still be paid by the CITY, on the basis of a forty (40) hour week at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the CITY.

17 **VACATION**

- A Employees in this Unit shall earn vacation credit as set out in the Employee Manual.
- B In order that employees obtain the maximum benefit for themselves, each vacation should be taken in a single period, if possible. It is desirable that vacations not be split to less than one calendar week.
- C Vacation schedules will be arranged to avoid the necessity of work stoppage, slowing down of work, or need for additional help.
- D The time at which the employee shall be granted a vacation is at the sole discretion of the Department Head. The employee's preference will be taken into account as far as possible. The predominant factor to be considered will be the CITY's needs. When possible, a vacation request should be submitted at least seven days in advance.
- E Subject to the provisions of Section 17.D. above, vacation will be taken in accordance with departmental seniority regardless of classification or job assignment. For vacation scheduling purposes, departmental seniority shall be defined as full-time police department peace officer employment with no break in service.

18 **FAMILY ILLNESS LEAVE**

An employee shall be entitled to the use of up to five (5) days of accumulated sick leave in any one (1) calendar year for the purpose of providing personal care, attendance, and compassion to a member of the employee's household, or immediate family, who is suffering from an illness. However, the necessity for the employee's presence may, at the discretion of the CITY Administrator and/or his authorized agent, be required to be verified by a doctor's certificate. The CITY shall have the authority to approve additional sick leave to be used for family sick purposes on a case-by-case basis where circumstances are justified by critical need.

For the purpose of this article, a member of the employee's immediate family is a spouse, mother, father, brother, sister, child, grandparent and grandchild of such employee, or spouse, and any family member residing in the house of the employee.

19 **HEALTH, DENTAL, VISION INSURANCE**

- A. The City shall pay the cost of health, dental and vision insurance premium for each unit member covered under this MOU. Each unit member shall contribute \$25 per

month towards the current plan premium. City will continue to research options for the best cost-effective coverage, at its discretion. The City reserves the right to select, change, administer and shall have the right to select any carrier or other method providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. Any changes in the medical coverage or other benefits will be subject to the meet and confer process prior to implementation. If the insurance provider is changed and the cost is less than \$957 per month per employee, the City shall cap the amount of its contribution to an amount not less than 100 percent of the cost of the new plan.

- B. Retirees will be eligible to purchase health insurance under the above plan with no vesting requirement, if allowed under the current plan.

20 **LIFE INSURANCE**

The City shall provide term life coverage in the amount of \$40,000 (\$15,000 with Health Coverage and \$25,000 additional) for each employee for the term of this contract.

21 **PROFESSIONAL DEVELOPMENT PROGRAM FOR SWORN EMPLOYEES**

A Purpose: The purpose of the CITY of Susanville Police Department Professional Development Program is to increase and maintain high levels of professionalism among Police Officers in order to attain a superior quality of police service for the community, and to better equip individual Police Officers for handling complex and difficult social and community problems characteristic of modern society. Thus, the program is intended to more effectively prepare both new recruits and experienced officers to cope with the changing role of the Police Officer in today's community through broadening of his educational background and exposure.

B General Provisions: Upon receiving a degree, and/or an appropriate level certificate issued by the California Commission on Peace Officers' Standards and Training (POST), a salary increase based on the attached schedule will be permanently added to the officer's base pay. In order to receive the educational incentive, an officer must have satisfactorily completed appropriate course requirements, with a grade average of "C" or better, in college course work.

C Eligibility Requirements: To be eligible for participation in the program, Police Officers must have met the following requirements:

- 1 Each applicant must have satisfactorily completed the entry-level probationary period, and have attained regular status.
- 2 Applicants must be classified as Police Officer or Police Sergeant.
- 3 Each Police Officer, who plans to participate in the program, must advise the CITY Administrator, through the Chief of Police, on the appropriate forms.

4 The Police Officer must have received a degree from an accredited college, or university, and have been in a program which leads to an Associate or Bachelor's Degree in Police Science, Public Administration, or an approved closely related field.

D Program Incentive: Upon completion of each degree level requirement (or equivalent requirements for the AA Degree for those pursuing a Bachelor's Degree and/or the required POST Certificate) and submittal of the necessary forms, the appropriate salary incentive will be added to the permanent base pay for the Officer such that, upon completion of the Associate or Bachelor Degree and/or completion of the appropriate POST Certificate, an Officer can receive a permanent pay increase of 2.5% to 10% respectively, over and above the base pay for the classification shown in the current pay plan. The following criteria outlines the requirement at each level.

Upon receiving a degree and/or appropriate certificates issued by POST, a permanent increase will be added to the base pay:

BASE SALARY BASE + 2.5% REG FULL-TIME AA or AS Degree	BASE + 5% REG FULL-TIME BA or BS Degree
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*Holders of Bachelor's Degrees are not eligible for Associate Degree Incentive.

BASE SALARY BASE + 2.5% REG FULL-TIME Intermediate POST	BASE + 5% REG FULL-TIME Advanced POST
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*Holders of Advanced POST and not eligible for Intermediate POST Incentive.

Incentive pay based on POST certificates will be retroactive to the date of completion once certified by the Chief of Police. Incentives are not offered for multiple degrees.

E Responsibilities and Duties: Each Officer participating in the program is responsible for informing the Chief of Police and the CITY Administrator of his degrees and/or certificates from POST. Officers are responsible to handle all matters pertaining to the college or university and are required to have academic transcripts and records of achievement submitted through the Chief of Police. Keeping in mind that the purpose of the program is to encourage the professional development of the Susanville Police Department, through attainment of higher education, each Officer participating in the program should commit themselves to work as quickly as feasible toward completion of the requirements of the degree sought.

F. Continuing Education: The City will reimburse employees for the cost of books and tuition, not to exceed \$700 per calendar year for job related training with an intended goal (that has received approval of the Chief of Police and the City Administrator prior to enrollment) upon successful completion of each course with a passing grade. There will be no overtime pay granted to attend training, nor will there be travel and subsistence pay.

22 **PAST PRACTICES**

Nothing contained in this MOU shall be interpreted as to imply, or permit the invocation of past practice, or tradition, or accumulation, or vesting of any employee rights or privileges, other than those expressly stated herein.

The CITY and ASSOCIATION agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees, which are expressly stated herein, shall be in full force and effect during the term of this MOU.

23 **GRIEVANCE/DISCIPLINE PROCEDURES**

Grievance and Discipline policies and procedures may be found in the Employee Handbook.

24 **MISCELLANEOUS**

The CITY agrees to provide \$10,000 in gym equipment in fiscal year 2017/2018. City and Association agree that the gym equipment will be City property located at the Police Department subject to City approval. Gym and equipment purchased will be subject to approval of the Chief of Police.

25 **RESIDENCY POLICY**

The CITY and ASSOCIATION agree on the approved Residency Policy for all Members hired after January 1, 2018, attached as Exhibit "D".

26 **SOLE AGREEMENT**

A The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.

B If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the MOU in any respect, any such change shall be effective only if, and when, reduced to writing and executed by the authorized representatives of the CITY and the ASSOCIATION. Any such changes validly made shall become a part of this MOU and subject to its terms.

C The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

D In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable, or illegal, that policy, or set of policies, shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.

Should a policy within the MOU become void as outlined above, either the CITY or the ASSOCIATION may institute the Meet and Confer process in regard to instituting a substitute item.

27 **TERMS OF THE MEMORANDUM OF UNDERSTANDING**

This MOU shall remain in effect for the period of July 1, 2017 through and including June 30, 2019, or until a successor agreement is reached, unless a specific provision provides for a different commencement and/or termination date.

The provisions of this MOU shall not be altered, amended or added to except by the mutual written agreement of the CITY and the ASSOCIATION. Either party may request the other to consider changes in provisions of the MOU: such request shall be in writing. Neither party is, however, obligated to agree to re-initiate the Meet and Confer process unless specific provisions of the Federal Fair Standards Act and/or health, Dental and Vision Insurance Plan are amended to impact or alter the provisions of this MOU.

Dated: _____

For the CITY of Susanville

For the Susanville Peace Officers Assoc.

Kathie Garnier, Mayor

Steve Allen

Dan Newton, Interim City Administrator

Brian Rowe, Representative

Representative

ATTEST

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

Exhibit A

POLICE OFFICERS ASSOCIATION
Fiscal Year 2017-2019
Salary Range

<u>POSITION</u>	<u>RANGE</u>
Police Officer -- Base	136
Police Officer -- 2.5% Incentive	137
Police Officer -- 5.0% Incentive	138
Police Officer -- 7.5% Incentive	139
Police Officer -- 10.0% Incentive	140
Police Officer -- 12.5% Incentive	141
Police Sergeant -- Base	143
Police Sergeant -- 2.5% Incentive	144
Police Sergeant -- 5.0% Incentive	145
Police Sergeant -- 7.5% Incentive	146
Police Sergeant -- 10% Incentive	147
Police Sergeant -- 12.5% Incentive	148

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
2017-2018 SUSANVILLE POLICE OFFICERS ASSOCIATION MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	700.57	735.60	772.38	811.00	851.55	894.13	938.84
102	718.09	753.99	791.69	831.28	872.84	916.48	962.31
103	735.60	772.38	811.00	851.55	894.13	938.84	985.78
104	753.99	791.69	831.28	872.84	916.48	962.31	1,010.42
105	772.38	811.00	851.55	894.13	938.84	985.78	1,035.07
106	791.69	831.28	872.84	916.48	962.31	1,010.42	1,060.94
107	811.00	851.55	894.13	938.84	985.78	1,035.07	1,086.82
108	831.28	872.84	916.48	962.31	1,010.42	1,060.94	1,113.99
109	851.55	894.13	938.84	985.78	1,035.07	1,086.82	1,141.16
110	872.84	916.48	962.31	1,010.42	1,060.94	1,113.99	1,169.69
111	894.13	938.84	985.78	1,035.07	1,086.82	1,141.16	1,198.22
112	916.48	962.31	1,010.42	1,060.94	1,113.99	1,169.69	1,228.18
113	938.84	985.78	1,035.07	1,086.82	1,141.16	1,198.22	1,258.13
114	962.31	1,010.42	1,060.94	1,113.99	1,169.69	1,228.18	1,289.58
115	985.78	1,035.07	1,086.82	1,141.16	1,198.22	1,258.13	1,321.04
116	1,010.42	1,060.94	1,113.99	1,169.69	1,228.18	1,289.58	1,354.06
117	1,035.07	1,086.82	1,141.16	1,198.22	1,258.13	1,321.04	1,387.09
118	1,060.94	1,113.99	1,169.69	1,228.18	1,289.58	1,354.06	1,421.77
119	1,086.82	1,141.16	1,198.22	1,258.13	1,321.04	1,387.09	1,456.44
120	1,113.99	1,169.69	1,228.18	1,289.58	1,354.06	1,421.77	1,492.86
121	1,141.16	1,198.22	1,258.13	1,321.04	1,387.09	1,456.44	1,529.27
122	1,169.69	1,228.18	1,289.58	1,354.06	1,421.77	1,492.86	1,567.50
123	1,198.22	1,258.13	1,321.04	1,387.09	1,456.44	1,529.27	1,605.73
124	1,228.18	1,289.58	1,354.06	1,421.77	1,492.86	1,567.50	1,645.87
125	1,258.13	1,321.04	1,387.09	1,456.44	1,529.27	1,605.73	1,686.02
126	1,289.58	1,354.06	1,421.77	1,492.86	1,567.50	1,645.87	1,728.17
127	1,321.04	1,387.09	1,456.44	1,529.27	1,605.73	1,686.02	1,770.32
128	1,354.06	1,421.77	1,492.86	1,567.50	1,645.87	1,728.17	1,814.58
129	1,387.09	1,456.44	1,529.27	1,605.73	1,686.02	1,770.32	1,858.83
130	1,421.77	1,492.86	1,567.50	1,645.87	1,728.17	1,814.58	1,905.30
131	1,456.44	1,529.27	1,605.73	1,686.02	1,770.32	1,858.83	1,951.77
132	1,492.86	1,567.50	1,645.87	1,728.17	1,814.58	1,905.30	2,000.57
133	1,529.27	1,605.73	1,686.02	1,770.32	1,858.83	1,951.77	2,049.36
134	1,567.50	1,645.87	1,728.17	1,814.58	1,905.30	2,000.57	2,100.60
135	1,605.73	1,686.02	1,770.32	1,858.83	1,951.77	2,049.36	2,151.83
136	1,645.87	1,728.17	1,814.58	1,905.30	2,000.57	2,099.36	2,205.63
137	1,686.02	1,770.32	1,858.83	1,951.77	2,049.36	2,151.83	2,259.42
138	1,728.17	1,814.58	1,905.30	2,000.57	2,099.36	2,205.63	2,315.91
139	1,770.32	1,858.83	1,951.77	2,049.36	2,151.83	2,259.42	2,372.39
140	1,814.58	1,905.30	2,000.57	2,100.60	2,205.63	2,315.91	2,431.70
141	1,858.83	1,951.77	2,049.36	2,151.83	2,259.42	2,372.39	2,491.01
142	1,905.30	2,000.57	2,100.60	2,205.63	2,315.91	2,431.70	2,553.29
143	1,951.77	2,049.36	2,151.83	2,259.42	2,372.39	2,491.01	2,615.56
144	2,000.57	2,100.60	2,205.63	2,315.91	2,431.70	2,553.29	2,680.95
145	2,049.36	2,151.83	2,259.42	2,372.39	2,491.01	2,615.56	2,746.34
146	2,100.60	2,205.63	2,315.91	2,431.70	2,553.29	2,680.95	2,815.00
147	2,151.83	2,259.42	2,372.39	2,491.01	2,615.56	2,746.34	2,883.66
148	2,205.63	2,315.91	2,431.70	2,553.29	2,680.95	2,815.00	2,955.75
149	2,259.42	2,372.39	2,491.01	2,615.56	2,746.34	2,883.66	3,027.84
150	2,315.91	2,431.70	2,553.29	2,680.95	2,815.00	2,955.75	3,103.54
151	2,372.39	2,491.01	2,615.56	2,746.34	2,883.66	3,027.84	3,258.72
152	2,431.70	2,553.29	2,680.95	2,815.00	2,955.75	3,103.54	3,338.19
153	2,491.01	2,615.56	2,746.34	2,883.66	3,027.84	3,179.23	3,398.19
154	2,553.29	2,680.95	2,815.00	2,955.75	3,103.54	3,258.72	3,421.65
155	2,615.56	2,746.34	2,883.66	3,027.84	3,179.23	3,338.19	3,505.10
156	2,680.95	2,815.00	2,955.75	3,103.54	3,258.72	3,421.65	3,592.74
157	2,746.34	2,883.66	3,027.84	3,179.23	3,338.19	3,491.01	3,680.36
158	2,815.00	2,955.75	3,103.54	3,258.72	3,421.65	3,592.74	3,772.37
159	2,883.66	3,027.84	3,179.23	3,338.19	3,505.10	3,680.36	3,864.38
160	2,955.75	3,103.54	3,258.72	3,421.65	3,592.74	3,772.37	3,960.99
161	3,027.84	3,179.23	3,338.19	3,505.10	3,680.36	3,864.38	4,057.60
162	3,103.54	3,258.72	3,421.65	3,592.74	3,772.37	3,960.99	4,159.04
163	3,179.23	3,338.19	3,505.10	3,680.36	3,864.38	4,057.60	4,260.48
164	3,258.72	3,421.65	3,592.74	3,772.37	3,960.99	4,159.04	4,366.99
165	3,338.19	3,505.10	3,680.36	3,864.38	4,057.60	4,260.48	4,473.50
166	3,421.65	3,592.74	3,772.37	3,960.99	4,159.04	4,366.99	4,585.34
167	3,505.10	3,680.36	3,864.38	4,057.60	4,260.48	4,473.50	4,697.17
168	3,592.74	3,772.37	3,960.99	4,159.04	4,366.99	4,585.34	4,814.61
169	3,680.36	3,864.38	4,057.60	4,260.48	4,473.50	4,697.17	4,932.03
170	3,772.37	3,960.99	4,159.04	4,366.99	4,585.34	4,814.61	5,055.34
171	3,864.38	4,057.60	4,260.48	4,473.50	4,697.17	4,932.03	5,178.64
172	3,960.99	4,159.04	4,366.99	4,585.34	4,814.61	5,055.34	5,308.11
173	4,057.60	4,260.48	4,473.50	4,697.17	4,932.03	5,178.64	5,437.57
174	4,159.04	4,366.99	4,585.34	4,814.61	5,055.34	5,308.11	5,573.51
175	4,260.48	4,473.50	4,697.17	4,932.03	5,178.64	5,437.57	5,709.45
176	4,366.99	4,585.34	4,814.61	5,055.34	5,308.11	5,573.51	5,852.21
177	4,473.50	4,697.17	4,932.03	5,178.64	5,437.57	5,709.45	5,994.83
178	4,585.34	4,814.61	5,055.34	5,308.11	5,573.51	5,852.21	6,144.83
179	4,697.17	4,932.03	5,178.64	5,437.57	5,709.45	5,994.83	6,294.57
180	4,814.61	5,055.34	5,308.11	5,573.51	5,852.21	6,144.83	6,452.06
181	4,932.03	5,178.64	5,437.57	5,709.45	5,994.83	6,294.57	6,609.30
182	5,055.34	5,308.11	5,573.51	5,852.21	6,144.83	6,452.06	6,774.66
183	5,178.64	5,437.57	5,709.45	5,994.83	6,294.57	6,609.30	6,939.76
184	5,308.11	5,573.51	5,852.21	6,144.83	6,452.06	6,774.66	7,113.39
185	5,437.57	5,709.45	5,994.83	6,294.57	6,609.30	6,939.76	7,286.75
186	5,573.51	5,852.21	6,144.83	6,452.06	6,774.66	7,113.39	7,469.06
187	5,709.45	5,994.83	6,294.57	6,609.30	6,939.76	7,286.75	7,651.09
188	5,852.21	6,144.83	6,452.06	6,774.66	7,113.39	7,469.06	7,842.51
189	5,994.83	6,294.57	6,609.30	6,939.76	7,286.75	7,651.09	8,033.64
190	6,144.83	6,452.06	6,774.66	7,113.39	7,469.06	7,842.51	8,234.63
191	6,294.57	6,609.30	6,939.76	7,286.75	7,651.09	7,842.51	8,435.32
192	6,452.06	6,774.66	7,113.39	7,469.06	7,842.51	8,033.64	8,646.38
193	6,609.30	6,939.76	7,286.75	7,651.09	7,842.51	8,033.64	8,857.09
194	6,774.66	7,113.39	7,469.06	7,651.09	8,033.64	8,234.63	9,078.69
195	6,939.76	7,286.75	7,651.09	7,842.51	8,033.64	8,234.63	9,299.95
196	7,113.39	7,469.06	7,842.51	8,033.64	8,234.63	8,435.32	9,532.62
197	7,286.75	7,651.09	8,033.64	8,234.63	8,435.32	8,646.38	9,776.95
198	7,469.06	7,842.51	8,234.63	8,435.32	8,646.38	8,857.09	10,029.25
199	7,651.09	8,033.64	8,435.32	8,646.38	8,857.09	9,078.69	10,293.20
200	7,842.51	8,234.63	8,646.38	8,857.09	9,078.69	9,299.95	10,569.71

C

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
2016-2019 SUSANVILLE POLICE OFFICERS ASSOCIATION MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	711.08	746.64	783.97	823.17	864.33	907.54	952.92
102	728.86	765.30	803.57	843.75	885.93	930.23	976.74
103	746.64	783.97	823.17	864.33	907.54	952.92	1,000.57
104	765.30	803.57	843.75	885.93	930.23	976.74	1,025.58
105	783.97	823.17	864.33	907.54	952.92	1,000.57	1,050.59
106	803.57	843.75	885.93	930.23	976.74	1,025.58	1,076.86
107	823.17	864.33	907.54	952.92	1,000.57	1,050.59	1,103.12
108	843.75	885.93	930.23	976.74	1,025.58	1,076.86	1,130.70
109	864.33	907.54	952.92	1,000.57	1,050.59	1,103.12	1,158.28
110	885.93	930.23	976.74	1,025.58	1,076.86	1,130.70	1,187.24
111	907.54	952.92	1,000.57	1,050.59	1,103.12	1,158.28	1,216.19
112	930.23	976.74	1,025.58	1,076.86	1,130.70	1,187.24	1,248.50
113	952.92	1,000.57	1,050.59	1,103.12	1,158.28	1,216.19	1,277.00
114	976.74	1,025.58	1,076.86	1,130.70	1,187.24	1,248.50	1,308.93
115	1,000.57	1,050.59	1,103.12	1,158.28	1,216.19	1,277.00	1,340.85
116	1,025.58	1,076.86	1,130.70	1,187.24	1,248.50	1,308.93	1,374.37
117	1,050.59	1,103.12	1,158.28	1,216.19	1,277.00	1,340.85	1,407.90
118	1,076.86	1,130.70	1,187.24	1,248.50	1,308.93	1,374.37	1,443.09
119	1,103.12	1,158.28	1,216.19	1,277.00	1,340.85	1,407.90	1,478.29
120	1,130.70	1,187.24	1,248.50	1,308.93	1,374.37	1,443.09	1,515.25
121	1,158.28	1,216.19	1,277.00	1,340.85	1,407.90	1,478.29	1,552.20
122	1,187.24	1,248.50	1,308.93	1,374.37	1,443.09	1,515.25	1,589.81
123	1,216.19	1,277.00	1,340.85	1,407.90	1,478.29	1,552.20	1,629.81
124	1,246.60	1,308.93	1,374.37	1,443.09	1,515.25	1,589.81	1,670.56
125	1,277.00	1,340.85	1,407.90	1,478.29	1,552.20	1,629.81	1,711.31
126	1,308.93	1,374.37	1,443.09	1,515.25	1,591.01	1,670.56	1,754.09
127	1,340.85	1,407.90	1,478.29	1,552.20	1,629.81	1,711.31	1,796.87
128	1,374.37	1,443.09	1,515.25	1,591.01	1,670.56	1,754.09	1,841.79
129	1,407.90	1,478.29	1,552.20	1,629.81	1,711.31	1,796.87	1,886.71
130	1,443.09	1,515.25	1,591.01	1,670.56	1,754.09	1,841.79	1,933.88
131	1,478.29	1,552.20	1,629.81	1,711.31	1,796.87	1,886.71	1,981.05
132	1,515.25	1,591.01	1,670.56	1,754.09	1,841.79	1,933.88	2,030.58
133	1,552.20	1,629.81	1,711.31	1,796.87	1,886.71	1,981.05	2,080.10
134	1,591.01	1,670.56	1,754.09	1,841.79	1,933.88	2,030.58	2,132.11
135	1,629.81	1,711.31	1,796.87	1,886.71	1,981.05	2,080.10	2,184.11
136	1,670.56	1,754.09	1,841.79	1,933.88	2,030.58	2,132.11	2,238.71
137	1,711.31	1,796.87	1,886.71	1,981.05	2,080.10	2,184.11	2,293.31
138	1,754.09	1,841.79	1,933.88	2,030.58	2,132.11	2,238.71	2,350.65
139	1,796.87	1,886.71	1,981.05	2,080.10	2,184.11	2,293.31	2,407.98
140	1,841.79	1,933.88	2,030.58	2,132.11	2,238.71	2,350.65	2,469.18
141	1,886.71	1,981.05	2,080.10	2,184.11	2,293.31	2,407.98	2,528.38
142	1,933.88	2,030.58	2,132.11	2,238.71	2,350.65	2,469.18	2,591.59
143	1,981.05	2,080.10	2,184.11	2,293.31	2,407.98	2,528.38	2,654.80
144	2,030.58	2,132.11	2,238.71	2,350.65	2,469.18	2,591.59	2,721.17
145	2,080.10	2,184.11	2,293.31	2,407.98	2,528.38	2,654.80	2,787.54
146	2,132.11	2,238.71	2,350.65	2,469.18	2,591.59	2,721.17	2,857.23
147	2,184.11	2,293.31	2,407.98	2,528.38	2,654.80	2,787.54	2,929.91
148	2,238.71	2,350.65	2,469.18	2,591.59	2,721.17	2,857.23	3,000.09
149	2,293.31	2,407.98	2,528.38	2,654.80	2,787.54	2,929.91	3,073.26
150	2,350.65	2,469.18	2,591.59	2,721.17	2,857.23	3,000.09	3,150.09
151	2,407.98	2,528.38	2,654.80	2,787.54	2,929.91	3,073.26	3,226.92
152	2,469.18	2,591.59	2,721.17	2,857.23	3,000.09	3,150.09	3,307.60
153	2,528.38	2,654.80	2,787.54	2,929.91	3,073.26	3,226.92	3,388.27
154	2,591.59	2,721.17	2,857.23	3,000.09	3,150.09	3,307.60	3,472.98
155	2,654.80	2,787.54	2,929.91	3,073.26	3,226.92	3,388.27	3,557.68
156	2,721.17	2,857.23	3,000.09	3,150.09	3,307.60	3,472.98	3,646.63
157	2,787.54	2,929.91	3,073.26	3,226.92	3,388.27	3,557.68	3,735.56
158	2,857.23	3,000.09	3,150.09	3,307.60	3,472.98	3,646.63	3,828.96
159	2,929.91	3,073.26	3,226.92	3,388.27	3,557.68	3,735.56	3,922.34
160	3,000.09	3,150.09	3,307.60	3,472.98	3,646.63	3,828.96	4,020.41
161	3,073.26	3,226.92	3,388.27	3,557.68	3,735.56	3,922.34	4,118.46
162	3,150.09	3,307.60	3,472.98	3,646.63	3,828.96	4,020.41	4,221.43
163	3,226.92	3,388.27	3,557.68	3,735.56	3,922.34	4,118.46	4,324.38
164	3,307.60	3,472.98	3,646.63	3,828.96	4,020.41	4,221.43	4,432.50
165	3,388.27	3,557.68	3,735.56	3,922.34	4,118.46	4,324.38	4,540.60
166	3,472.98	3,646.63	3,828.96	4,020.41	4,221.43	4,432.50	4,654.12
167	3,557.68	3,735.56	3,922.34	4,118.46	4,324.38	4,540.60	4,767.63
168	3,646.63	3,828.96	4,020.41	4,221.43	4,432.50	4,654.12	4,886.83
169	3,735.56	3,922.34	4,118.46	4,324.38	4,540.60	4,767.63	5,006.01
170	3,828.96	4,020.41	4,221.43	4,432.50	4,654.12	4,886.83	5,131.17
171	3,922.34	4,118.46	4,324.38	4,540.60	4,767.63	5,006.01	5,256.31
172	4,020.41	4,221.43	4,432.50	4,654.12	4,886.83	5,131.17	5,387.73
173	4,118.46	4,324.38	4,540.60	4,767.63	5,006.01	5,256.31	5,519.13
174	4,221.43	4,432.50	4,654.12	4,886.83	5,131.17	5,387.73	5,657.11
175	4,324.38	4,540.60	4,767.63	5,006.01	5,256.31	5,519.13	5,795.09
176	4,432.50	4,654.12	4,886.83	5,131.17	5,387.73	5,657.11	5,939.99
177	4,540.60	4,767.63	5,006.01	5,256.31	5,519.13	5,795.09	6,084.75
178	4,654.12	4,886.83	5,131.17	5,387.73	5,657.11	5,939.99	6,237.00
179	4,767.63	5,006.01	5,256.31	5,519.13	5,795.09	6,084.75	6,398.99
180	4,886.83	5,131.17	5,387.73	5,657.11	5,939.99	6,237.00	6,548.84
181	5,005.94	5,256.31	5,519.13	5,795.09	6,084.75	6,398.99	6,708.44
182	5,131.17	5,387.73	5,657.11	5,939.99	6,237.00	6,548.84	6,876.28
183	5,256.31	5,519.13	5,795.09	6,084.75	6,398.99	6,708.44	7,043.86
184	5,387.73	5,657.11	5,939.99	6,237.00	6,548.84	6,876.28	7,220.09
185	5,519.13	5,795.09	6,084.75	6,398.99	6,708.44	7,043.86	7,396.05
186	5,657.11	5,939.99	6,237.00	6,548.84	6,876.28	7,220.09	7,581.10
187	5,795.09	6,084.75	6,398.99	6,708.44	7,043.86	7,396.05	7,765.85
188	5,939.99	6,237.00	6,548.84	6,876.28	7,220.09	7,581.10	7,960.15
189	6,084.75	6,398.99	6,708.44	7,043.86	7,396.05	7,765.85	8,154.14
190	6,237.00	6,548.84	6,876.28	7,220.09	7,581.10	7,960.15	8,358.15
191	6,398.99	6,708.44	7,043.86	7,396.05	7,765.85	8,154.14	8,561.85
192	6,548.84	6,876.28	7,220.09	7,581.10	7,960.15	8,358.15	8,776.07
193	6,708.44	7,043.86	7,396.05	7,765.85	8,154.14	8,561.85	8,989.95
194	6,876.28	7,220.09	7,581.10	7,960.15	8,358.15	8,776.07	9,214.87
195	7,043.86	7,396.05	7,765.85	8,154.14	8,561.85	8,989.95	9,439.45
196	7,220.09	7,581.10	7,960.15	8,358.15	8,776.07	9,214.87	9,675.61
197	7,396.05	7,765.85	8,154.14	8,561.85	8,989.95	9,439.45	9,911.42
198	7,581.10	7,960.15	8,358.15	8,776.07	9,214.87	9,675.61	10,159.39
199	7,765.85	8,154.14	8,561.85	8,989.95	9,439.45	9,911.42	10,407.00
200	7,960.14	8,358.15	8,776.06	9,214.86	9,675.60	10,159.39	10,667.35



CITY OF SUSANVILLE

Residency Policy for Employees with Emergency/Urgent Response Duties

Adopted _____, Last Updated _____

1. Introduction

This policy establishes a requirement for all employees in the below-mentioned job categories to reside within a reasonable proximity to their place of employment to allow them to respond within the timeframes set forth below. This policy applies to employees in the below-mentioned job categories hired by the City of Susanville after this policy takes effect and to current employees of the City of Susanville in the below-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

The job categories for which this policy applies are:

- A. All sworn officers working for the City of Susanville Police Department. This includes but is not limited to: full-time sworn officers (including supervisors), part-time sworn officers and reserve officers.
- B. All City of Susanville Fire Department personnel (including supervisors).
- C. All City of Susanville Public Works personnel (including supervisors).

2. Requirements

The following requirements apply to each employee hired after January 1, 2018 by the City of Susanville in the above-mentioned job categories.

- A. For purposes of this policy, RESIDENCE means the house or other fixed abode where the employee lives full time, the address of which the employee must have on file with the City.
- B. The RESIDENCE of the employee must be within a 35-minute drive of the department office applicable to the employee's employment with the City. For example, public works employees' department office will be the public works department office.
- C. The drive time of the employee will be determined by entering the address of the employee residence and the location of his or her respective department office in the City of Susanville into an internet based mapping system selected at the sole discretion of the City, such as Google Maps assuming fair-whether driving conditions. A copy of the printout of the mapping system showing drive time from the department office to the residence will be kept by the City.
- D. When instructed by his or her employer or supervisor, each employee must respond to an emergency or urgent situation connected to his or her employment with the City of

Susanville. An exception to this requirement is when the employee is on a previously authorized vacation or other approved leave, or has traveled outside of a 100-mile radius of the department office applicable to that City employee.

- E. Employees will be compensated as currently outlined in their respective Memorandum of Understanding and Employee Handbook and will not be eligible for any additional compensation as a result of these requirements.

3. Purpose

The above-mentioned job categories include critical job functions that require the employees who perform the jobs to respond to emergency or urgent situations connected to their employment with the City of Susanville. From time to time, emergency or urgent situations arise and additional employees must be called to assist with the urgent or emergency situation. The City of Susanville is located in the high desert and weather conditions such as rain, snow, ice and wind cause road closures, making it difficult for employees to report to their place of employment at various times throughout the year if the location of the employee's RESIDENCE requires too much time to arrive at the worksite. Varied road types including but not limited to mountain passes, unmaintained dirt roads and steep windy roads surrounding the City of Susanville make it necessary for the proximity of the employee to his or her place of employment or the city limits to be measured in drive time and not miles. To protect the health, safety and welfare of the people and property within the City of Susanville during emergencies or urgent situations, employees with the above-mentioned job descriptions must be able to respond to an emergency or urgent situation within a reasonable time. Requiring future employees or current employees who change their residence after this policy takes effect to live within a 35-minute drive of his or her place of employment best serves the legitimate interests of the City.

4. Violation of Policy

Violation of this policy will result in a notice to cure the violation within 30 days. Failure to cure the violation within 30 days will result in termination of employment within 14 days of the deadline to cure the violation.

5. Administrative Exception/Override

In the event an employee can prove a hardship due to this requirement, the City Administrator shall have the authority to waive this residency requirement. The employee shall provide, in writing, a statement regarding the hardship, including evidence supporting said hardship, for the Administrator's review and consideration. The Administrator will have 15 days to determine whether or not a hardship exists and will notify the employee, in writing, of his/her response.

Reviewed by: Interim City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Kelley Merritt, Acting Police Chief

Action Date: May 16, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 18-5510** Accepting SCORE Loss Control Grant Funding for the purchase of police safety equipment

PRESENTED BY: Kelley Merritt, Acting Police Chief

SUMMARY: The Susanville Police Department is in need of replacing some outdated safety equipment. Our self-insurance group SCORE has a program called Loss Control Grant Funding. This program provides funding for members to use towards the purchase of safety equipment, training, and other projects that will lead to the reduction of frequency or severity or will mitigate liability risks of the Member Agency. The City was awarded \$17,332 to assist the Police Department with replacing 5 outdated ballistic body armor vests and the purchase of supplemental rifle rated body armor plates and carriers. This supplemental body armor will give our safety staff an additional layer of protection not provided by the current body armor. This grant will provide funding to purchase this supplemental armor for 15 police officers.

FISCAL IMPACT: \$17,332 in grant funding.

ACTION REQUESTED: Motion to approve Resolution No. 18-5510 Accepting SCORE Loss Control Grant Funding for the purchase of police safety equipment.

ATTACHMENTS: Resolution No. 18-5510
SCORE email awarding funding

RESOLUTION NO. 18-5510
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
ACCEPTING SCORE LOSS CONTROL GRANT FUNDING FOR THE PURCHASE OF
POLICE SAFETY EQUIPMENT

WHEREAS, the City has a need to purchase safety equipment for the Police Department; and

WHEREAS, the City has applied for and been awarded a Loss Control Grant from SCORE to be used for purchasing safety equipment.

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

1. The Police Department is authorized to purchase ballistic body armor vests and supplemental rifle rated body armor.
2. The Finance Manager is authorized to amend the 2017/2018 Fiscal Year Budget for acceptance of the grant award in the amount of \$17,332.

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 18-5510 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of May 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

AGENDA ITEM NO. 9B

Reviewed by: Interim City Administrator
 City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: May 16, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 18-5511** Resolution of Intention pursuant to Streets and Highways Code §36534 approving annual budget and scheduling public hearing to consider setting assessments for Fiscal Year 2018/2019

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The *Streets and Highways Code* requires the City Council to consider the annual fiscal report of the Historical Uptown Susanville Association (HUSA). The City Council may make changes or alterations to the report and approve it by resolution. If the annual fiscal report is accepted by the City Council, the City Council then sets a public hearing to consider the levy of assessments in the parking and business improvement district identified in Chapter 5.24 of the *Susanville Municipal Code* and the Resolution of Intention must be published not less than seven days before the public hearing. If the City Council accepts the report, the public hearing could be set for Wednesday, June 6, 2018 at 7:00 p.m. to consider the levy of assessments

FISCAL IMPACT: The City presently receives five percent of the assessments, approximately \$2,000 annually, for reimbursement of City staff time for billing and collection of assessments.

ACTION REQUESTED: Motion to approve **Resolution No. 18-5511**, Resolution of Intention pursuant to Streets and Highways Code §36534 approving annual budget and scheduling public hearing to consider setting assessments for Fiscal Year 2018/2019

ATTACHMENTS: Resolution No. 18-5511
Annual HUSA report
Streets and Highways Code Section §36534

RESOLUTION NUMBER 18-5511
A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF
SUSANVILLE PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 36534
APPROVING ANNUAL BUDGET AND SCHEDULING PUBLIC HEARING TO
CONSIDER SETTING ASSESSMENTS FOR FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Susanville pursuant to Streets and Highways Code Section 36534 having considered the annual report of Historic Uptown Susanville Association on May 16, 2018, regarding and considering the matters set forth in Streets and Highways Code Section 36533 and the annual levy of an assessment in Historic Uptown Susanville Association (HUSA); and

WHEREAS, the City Council having approved said report, and not having made any changes or alteration thereto.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The public hearing to consider the levy of an assessment in the business improvement district identified in the *Susanville Municipal Code*, Chapter 5.24, is hereby scheduled for June 6, 2018 at 7:00 p.m. and the City Clerk is directed to publish a copy of this Resolution as notice of said public hearing in the Lassen County Times, a publication circulated within the city, no later than seven (7) days before said hearing, at which time written and oral protests may be made. The form and manner of those protests shall comply with Sections 36524 and 36525 of the Streets and Highways Code; and

2. The City Council does not intend to amend the boundaries of the assessment area set forth in *Susanville Municipal Code*, Chapter 5.24 the business categories listed therein, or the assessment fee itself; and

3. It is the intent of the City Council to levy an assessment in the same amount as presently exists, as follows:

	Benefit Zone A	Benefit Zone B
Type 1 - Retail	\$350.00	\$250.00
Type 2 - Lodging & Restaurants	\$275.00	\$200.00
Type 3 - Service & Organization	\$225.00	\$150.00
Type 4 - Professional	\$175.00	\$100.00
Type 5 - Financial	\$275.00	\$250.00

The annual benefit assessment shall be billed in one lump sum each fiscal year and may be paid annually, semi-annually, or quarterly as provided in Section 3.01 of the Amended Agreement For Administration of parking and Business Improvement District dated September 2, 2009; and

4. The areas of Benefit Zone A and B are as set forth on Exhibit A attached hereto and incorporated herein by reference; this area is the same as the area previously established in the *Susanville Municipal Code*, Chapter 5.24, and

5. The City Council has made no changes to the annual report of HUSA; and

6. Any interested person may review the annual report of HUSA on file with the City Clerk.

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of May, 2018, by the following vote:

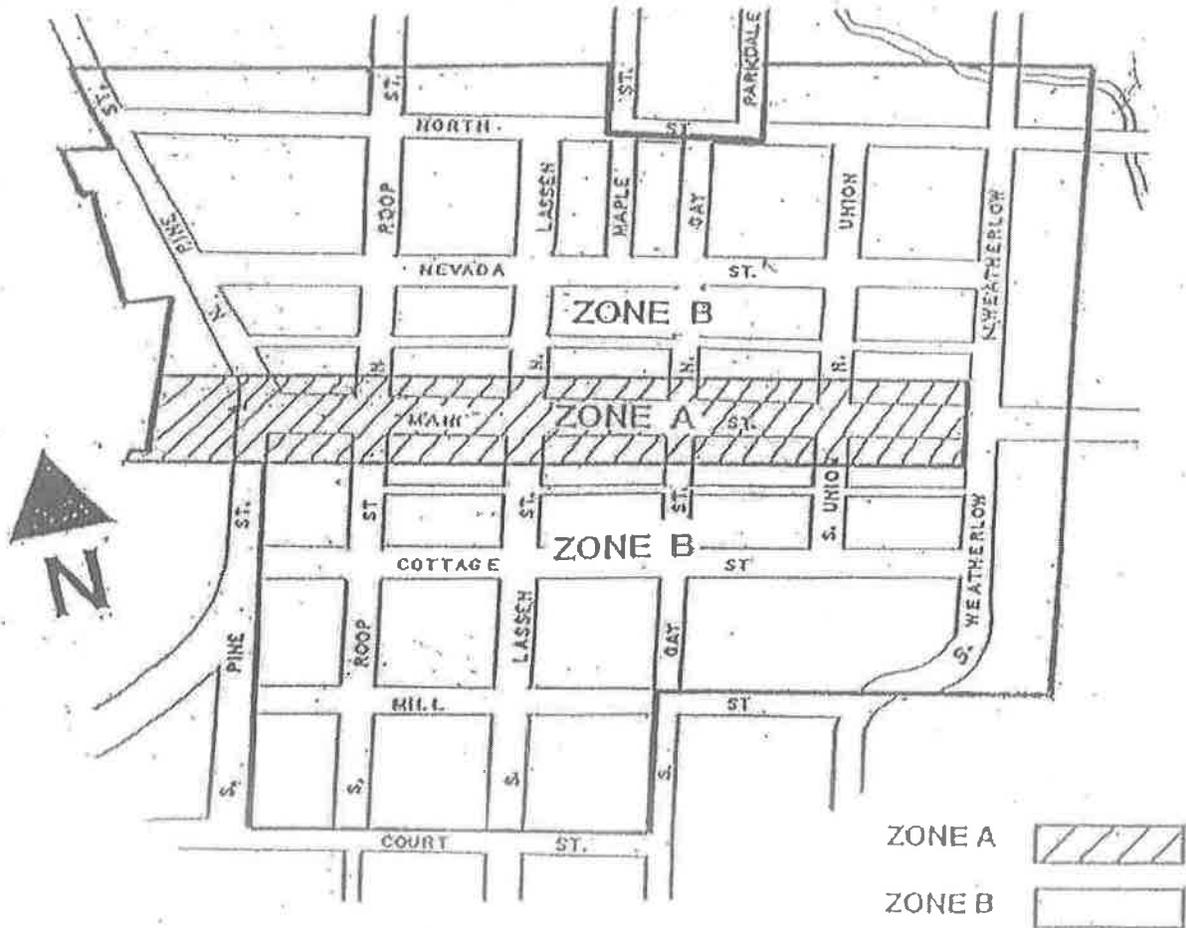
AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

EXHIBIT "A"

HISTORIC UPTOWN SUSANVILLE
BUSINESS IMPROVEMENT DISTRICT



DISTRICT BOUNDARY MAP
Amended May 2006



ANNUAL REPORT 2018-2019

MISSION STATEMENT:

The mission of the Historic Uptown Susanville Association is economic enhancement, historic preservation and commercial revitalization. Our goal is to keep business in the district, attract new businesses and promote the district to the local and regional markets.

PURPOSE:

The Historic Uptown Susanville Association was created for the purposes of:

1. General promotion of business activities in the district, including annual promotional programs, aggressive image-building campaigns, shop-at-home campaigns and promotion of tourism, including maintenance of parking availability for the benefit of the district.
2. Beautification of any public areas within the district.
3. Promotion of public events which take place within the district.

NON-PROFIT:

Historic U.S.A., Inc. is a 501(c) 6 non-profit corporation with Articles of Incorporation filed with the Secretary of State of the State of California on February 22, 1993.

H.U.S.A. ASSESSMENT STATISTICS:

H.U.S.A. statistics are compiled from assessments within the district as defined on the area map. (see appendix A). H.U.S.A's assessment status as of May 7th, 2018 is as follows:

<u>TYPE</u>	<u>UNITS</u>	<u>ZONE</u>	
Retail	11	A - 10	B - 1
Lodging & Restaurants	2	A - 1	B - 1
Service	17	A - 6	B - 11
Professional	17	A - 6	B - 11
Financial	3	A - 2	B - 1
TOTAL ASSESSEES	50		

TOTAL POTENTIAL ANNUAL ASSESSMENT
INCOME: \$14,847.00

ASSESSMENTS:

Assessments are not optional. All business owners in the designated district are assessed and billed on an annual basis through the City of Susanville. Any new business established within the Area shall not be required to pay an assessment hereunder for the first six months following its commencement of business. Assessments on new businesses shall be prorated, omitting any charges for the first six months it was in operation. This shall not be deemed to apply to an existing business that has changed ownership or location within the District. All assessment payments are to be made to the City of Susanville. There is a 5% collection fee paid to the City of Susanville for their collection efforts. H.U.S.A. has been working closely with City staff to try and make sure we obtain accurate accounting of businesses arriving and departing our district so we may maintain an effective means of statistic and collection management.

ANNUAL ASSESSMENT FORMULA MATRIX

<u>TYPE</u>	<u>ZONE A</u>	<u>ZONE B</u>
	<u>ANNUAL</u>	<u>ANNUAL</u>
Type 1- Retail	\$350.00	\$250.00
Type 2- Lodging & Restaurants	\$275.00	\$200.00
Type 3- Service	\$225.00	\$150.00
Type 4- Professional	\$175.00	\$100.00
Type 5- Financial	\$275.00	\$250.00

Objectives

2018/2019 Objectives

- 1.) Sponsor and produce Safe and Sane Halloween which shall include the wildly popular Coffin Races.
- 2.) Sponsor Magical Country Christmas Event providing material and volunteer support to the Chamber of Commerce.
- 3.) Continue Wine Walk promotion in the Spring and Fall of 2018.
- 4.) Continue Rehabilitation of Pancera Plaza including, fixing broken planters and decorative fixtures and installing new bricks.
- 5.) Promote Uptown district using available mass media, including our well maintained Facebook site, with regular posts intended to reach HUSA members, the general public, and other regional Facebook users.
- 6.) In partnership with Lassen Lands & Trails Trust continue the Farmer's Market in Uptown Susanville. This provides an appropriate use for that venue and will bring increase viability and foot traffic to the district.
- 7.) Assist Lassen County Arts Council, to maintain historic murals in the district.

2017/2018 Accomplishments

- 1.) Continued Coffin Races during the Safe and Sane Halloween promotion which raised community awareness of Historic Uptown.
- 2.) Held a Spring and Fall Wine Walk which brought potential customers and attention to Uptown Susanville.
- 3.) Main Sponsor for the very successful Magical Country Christmas event.
- 4.) Continue to maintain Pancera Plaza with volunteers in conjunction with City staff. Continue work on rehabilitation of Pancera Plaza.
- 5.) Successfully held the Farmers' Market on Pancera Plaza from June to September.
- 6.) Installed new electrical on Pancera Plaza, which will provide more lighting options for events.

Conclusion

The central business district of any community, projects the image and reflects the health of that community to local citizens and visitors. Our uptown district is the front door to Susanville it is imperative that it be economically healthy and visually welcoming. The Historic Uptown Susanville Association continues working to achieve this end.

**Historic Uptown Susanville Association
Proposed Budget
for July 1 2018 to June 30 2019**

Income

Assessment Income Anticipated <small>(Assess Total minus City Collection Fee)</small>	\$ 9,000
Event Income Anticipated	\$ 2,000
Cash Account Balance Actual (Checking/Reserve)	\$ 28,000

Total Income **\$ 39,000**

Expenditures

Operating Expenses:

Advertising & Promotional	\$ 1,500
Insurance	
Directors & Office Liability Ins	\$ 2,000
General Liability	\$ 1,000
Office Expense	\$ 300
Postage	\$ 300
Printing	\$ 300
Maintenance of District	\$ 750
Website	\$ 150

Total Operating Expenses **\$ 6300**

Discretionary Expense:

Events:

Wine Walk	\$ 1,500
Safe and Sane Halloween	\$ 1,500
Farmer's Market	\$ 1,600

Event Sponsorships paid to Lassen County Chamber of Commerce	
Main Street Cruise	\$ 250
Magical Country Christmas	\$ 4000
Proposed 2018 Event	\$ 1500

Special Projects:

Pancera Plaza & District Improvements	\$5,000
Capital Improvements and Reserves	\$15,850
District Improvement	\$3,000

Total Discretionary Expenses **\$32,700**

Total Operation and Discretionary Expense **\$39,000**



STREETS AND HIGHWAYS CODE - SHC

DIVISION 18. PARKING [31500 - 36745] (*Division 18 added by Stats. 1951, Ch. 463.)*

PART 6. PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989 [36500 - 36551] (*Part 6 repealed and added by Stats. 1989, Ch. 591, Sec. 2.)*

CHAPTER 3. Assessments [36530 - 36537] (*Chapter 3 added by Stats. 1989, Ch. 591, Sec. 2.)*

- (a) After the approval of the report, the city council shall adopt a resolution of intention to levy an annual assessment for that fiscal year. The resolution of intention shall do all of the following:
- 36534.**
- (1) Declare the intention of the city council to change the boundaries of the parking and business improvement area, or in any benefit zone within the area, if the report filed pursuant to Section 36533 proposes a change.
 - (2) Declare the intention of the city council to levy and collect assessments within the parking and business improvement area for the fiscal year stated in the resolution.
 - (3) Generally describe the proposed improvements and activities authorized by the ordinance enacted pursuant to Section 36527 and any substantial changes proposed to be made to the improvements and activities.
 - (4) Refer to the parking and business improvement area by name and indicate the location of the area.
 - (5) Refer to the report on file with the clerk for a full and detailed description of the improvements and activities to be provided for that fiscal year, the boundaries of the area and any benefit zones within the area, and the proposed assessments to be levied upon the businesses within the area for that fiscal year.
 - (6) Fix a time and place for a public hearing to be held by the city council on the levy of the proposed assessment for that fiscal year. The public hearing shall be held not less than 10 days after the adoption of the resolution of intention.
 - (7) State that at the public hearing written and oral protests may be made. The form and manner of protests shall comply with Sections 36524 and 36525.
- (b) The clerk shall give notice of the public hearing by causing the resolution of intention to be published once in a newspaper of general circulation in the city not less than seven days before the public hearing.

(*Added by Stats. 1989, Ch. 591, Sec. 2.*)

Reviewed by: Du Interim City Administrator
 City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

Submitted by: Quincy McCourt, Project Manager

Action Date: May 16, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 18-5512 approving execution of agreement with KASL Consulting Engineering for Grant Services for the Paul Bunyan Connectivity Sustainable Communities Grant.

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The City of Susanville has been awarded funding, in the amount of \$126,024.00 with a \$14,476.00 local match, through the CalTrans Restricted Grant Agreement Program to complete the Paul Bunyan Connectivity Sustainable Communities Grant. Two proposals were received from Green Dot and KASL Consulting Engineers and they are qualified to provide this service. KASL Consulting Engineering has proposed a price of \$65,620.00 as well as a time and material matrix to provide Grant Services for the Paul Bunyan Connectivity Sustainable Communities Grant. The timeline, expertise, and price make KASL the ideal consultant to complete the project within the budget and schedule.

Staff is requesting that the Mayor of the City of Susanville be authorized to execute the agreement with KASL Consulting Engineering for Grant Services for the Paul Bunyan Connectivity Sustainable Communities Grant in an amount of \$65,620.00 and to execute the time and material matrix should the City of Susanville or CalTrans modify the scope of work for this project.

FISCAL IMPACT: None.

ACTION

REQUESTED: Motion to approve Resolution No. 18-5512 approving execution of agreement with KASL Consulting Engineers for Grant Services and authorizing the Mayor to execute the time and material matrix should City staff or CalTrans modify the scope of work.

ATTACHMENTS: Resolution No. 18-5512
Agreement for Grant Administration Services
CalTrans Contract
The RFP

RESOLUTION NUMBER 18-5512
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT WITH KASL
CONSULTING ENGINEERS FOR PAUL BUNYAN CONNECTIVITY SUSTAINABLE
COMMUNITIES GRANT PLANNING SERVICES

WHEREAS, the City of Susanville has been awarded funding, in the amount of \$126,024.00 with a \$14,476.00 local match, through the CalTrans Restricted Grant Agreement Program to complete the Paul Bunyan Connectivity Sustainable Communities Grant; and

WHEREAS, the technical nature of the work required to meet grant compliance requirements is best provided by an outside consultant; and

WHEREAS, the allocated funding, in the amount of \$126,024.00 has been budgeted to be split between City staff and consultants, is available and may be utilized to hire a professional firm to provide grant services; and

WHEREAS, the City has followed the appropriate procedures to solicit qualified firms to provide this service; and

WHEREAS, two proposals were received from Green Dot and KASL Consulting Engineers and they are qualified to provide this service; and

WHEREAS, KASL Consulting Engineering has proposed a price of \$65,620.00 as well as a time and material matrix to provide Grant Services for the Paul Bunyan Connectivity Sustainable Communities Grant.

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of Susanville that the Mayor of the City of Susanville is hereby authorized to execute the agreement with KASL Consulting Engineering for Grant Services for the Paul Bunyan Connectivity Sustainable Communities Grant in an amount of \$65,620.00 and to execute the time and material matrix should the City of Susanville or CalTrans modify the scope of work for this project.

Dated: May 16, 2018

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 18-5512 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of May, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

**SUSTAINABLE COMMUNITIES
GRANTS (STATE)**

**RESTRICTED GRANT
AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the City of Susanville, hereinafter referred to as **AGENCY**, will commence on **February 1, 2017**, or approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2019**.

RECITALS

1. Under this RGA, **CALTRANS** intends to convey State grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

SECTION II

CALTRANS AGREES:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

SECTION III

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **AGENCY** and **CALTRANS** agree as follows:

1. Under this RGA, **CALTRANS** will convey State grant funds to **AGENCY**, pursuant to

Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY**. The funds subject to this RGA must be (a) identified as available for a grant in **CALTRANS'** budget and (b) for the purpose of conducting transportation studies or planning or to a **CALTRANS** organization that is responsible for conducting transportation studies or planning.

2. Under this Restricted Grant, funds may be only used for the purpose set forth in this paragraph and funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the "Paul Bunyan Connectivity Plan," hereinafter referred to as the Project, subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with all applicable State and **AGENCY** laws, regulations, ordinances, policies and procedures and **CALTRANS** published manuals, including Grant Application Guide (**Attachment III**). In case of conflict between State and **AGENCY** laws, regulations, ordinances, policies or procedures, the order of precedence applicability of these laws shall be established by prevailing California laws and regulations; **CALTRANS** policies and procedures; ordinances; and, **AGENCY** policies and procedures. This RGA may not include any federal funds.
6. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State	\$111,548.00
LOCAL MATCH	Agency Provided	\$14,476.00
	Total Project Costs	\$126,024.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from legal review and approval by the Department of General Services, pursuant to AG Opinions: 58 Ops. AG 586 (1974), 63 Ops. AG 290 (1980), 74 Ops AG 10 (1991), and 88 Ops AG 56.
8. Notification of Parties
 - a. **AGENCY's** Project Manager for PROJECT is Jared Hancock.
 - b. **CALTRANS'** Contract Manager is Tamara Rich. "Contract Manager" as used herein includes his/her designee.

- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Susanville

Attention: Jared Hancock
Phone Number: (530) 252-5100
Email: j Hancock@cityofsusanville.org
66 North Lassen Street
Susanville, CA 96130

California Department of Transportation

District 2 - Planning
Attention: Tamara Rich, Contract Manager
Phone Number: (530) 225-3553
Email: tamara.rich@dot.ca.gov
1657 Riverside Drive
Redding, CA 96001

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **February 1, 2017**, contingent upon the approval by **CALTRANS** and receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2019**.
- b. AGENCY will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS'** Contract Manager.

10. Changes in Terms/Amendments

This RGA may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

- a. The total amount reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$111,548.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established hereinabove.

12. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least thirty (30) days in advance of the effective date of such termination in the event **AGENCY** fails to proceed with PROJECT work in

accordance with the terms of this RGA.

- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.
- c. **AGENCY** has sixty (60) days after the Termination Date to submit invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period may result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

13. Budget Contingency Clause

- a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this Agreement and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this Agreement with no liability occurring to **CALTRANS**, or offer a RGA Amendment to **AGENCY** to reflect the reduced amount.

14. Payment and Invoicing

- a. The method of payment for this RGA will be based on actual allowable costs. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III – Cost Principles, Item 16.d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III – Cost Limitations, Item 11.a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in the performance of the Project work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e.

non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see website for summary of travel reimbursement rules.

- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly but not more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the **CALTRANS'** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS'** Contract Manager at the following address, as stated in **Section III – Notification of Parties, Item 8.c**.
- e. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of project work
 - 3) Locations of project work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS'** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III – Termination, Item 12**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in **Attachment II** and final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

15. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.
- b. Local cash and in-kind match requirements can be found in **Attachment III**, Grants Application Guide. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website:
<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- e. **AGENCY** agrees and shall require that all of its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

17. Americans with Disabilities Act

By signing this RGA, **AGENCY** assures **CALTRANS** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

18. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY**, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless **CALTRANS** and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or subcontractors under this RGA.

19. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, and its Subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- b. AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.
- c. AGENCY shall permit access by representatives of the Department of Fair Employment and Housing and CALTRANS upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CALTRANS shall require to ascertain compliance with this clause.
- d. AGENCY and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the RGA.

20. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- b. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to GC Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and

other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

- c. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other **AGENCY** of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- e. Any contract with a consultant or sub-recipient entered into as a result of this Agreement shall contain all the provisions of this article.

21. Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The decision of the **CALTRANS** Contract Officer shall be the **CALTRANS**'s final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

22. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by **CALTRANS** Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the **AGENCY** obtain at least three (3) competitive bids for solicitation of goods, services and

consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 23, Third Party Contracts. The LAPM can be found and the following link: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.

- c. Any subcontract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** sub-recipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III, Item 14e.4, above**.
- f. Any subcontract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III, Item 14c, above**.

23. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- 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 GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.

- 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:
- 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

24. Relationship of Parties

It is expressly understood that this RGA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

25. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

26. Project Close Out/Final Product

- a. **AGENCY** will provide two (2) copies and two (2) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

27. OWNERSHIP OF PROPRIETARY PROPERTY

- a. **Definitions**
 - 1) **Work:** The work to be directly or indirectly produced by **AGENCY** under this RGA.
 - 2) **Work Product:** All deliverables created or produced from Work under this Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
 - 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Contractor or jointly with the Contractor's Subcontractor and/or the Contractor's Subcontractor's employee's with one or more employees of the Department of Transportation (herein after referred to as "the Department"),

during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Ownership of work product:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees or by any of the Contractor's Subcontractor's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Contractor's Subcontractor for the Department. The Department shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation.

- 2) **Vesting of copyright rights:** Contractor, its employees or any of Contractor's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Contractor's Subcontractor from the Department. From time to time upon the Department's request, the Contractor's Subcontractor and/or its employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as the Department may request. The Department, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

c. **INVENTIONS**

- 1) **Vesting of patent rights:** The Contractor, its employees and any Contractor's Subcontractor hereby agrees to assign to the Department, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain the Department's property regardless of whether such protection is sought. The Contractor, its employees and Contractor's Subcontractor shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically pointing out features or

concepts that the Contractor, its employees and Contractor's Subcontractor believes to be new or different. The Contractor, its employees and Contractor's Subcontractor shall, upon the Department's request and at the Department's expense, cause patent applications to be filed thereon, through solicitors designated by the Department, and shall sign all such applications over to the Department, its successors, and assigns. The Contractor, its employees and Contractor's Subcontractor shall give the Department and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as the Department may consider necessary or appropriate to carry out the intent on this Agreement.

- 2) **Agency:** In the event that the Department is unable for any reason whatsoever to secure the Contractor's, its employees' and/or Contractor's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees and Contractor's Subcontractor hereby irrevocably designates and appoints the Department and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Contractor, its employees and Contractor's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Contractor, its employees and/or Contractor's Subcontractor. The Department shall have no obligations to file any copyright, trademark or patent applications.

d. **ADDITIONAL PROVISIONS**

- 1) **Avoidance of infringement:** In performing services under this Agreement, Contractor and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor or its employees shall immediately notify the Department in writing.
- 2) **Pre-existing works and license:** Contractor acknowledges that all Work Product shall be the sole and exclusive property of the Department, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify the Department in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to the Department a non-exclusive, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.
- 3) **Subcontractors:** Contractor shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this

Exhibit. Contractor's Subcontractor shall then provide the signed contract to the Contractor, who shall provide it to the Department's Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor in writing, Contractor will then immediately notify the Department in writing.

e. OWNERSHIP OF DATA

- 1) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in **CALTRANS** and no further agreement will be necessary to transfer ownership to **CALTRANS**. The Consultant shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- 4) Any sub-agreement in excess of \$25,000.00, entered, into as a result of this Agreement, shall contain all of the provisions of this clause.

SECTION IV

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Project Timeline
- III. Grant Application Guide

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF SUSANVILLE

By: Kathleen Stonetakaw

By: [Signature]

Printed Name: Carla Briseno
Kathleen Stonetakaw

Printed Name: JARED G. HANCOCK

Title: Contract Officer

Title: CITY ADMINISTRATOR

Date: 3/14/17

Date: 2/16/17

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

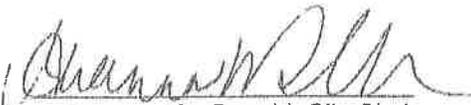
Date: _____

CERTIFICATION

I, Gwenna MacDonald, am the duly appointed, qualified City Clerk for the City of Susanville. I hereby certify that the within and foregoing is a full, true and correct copy of **Resolution No. 16-5318**, duly and regularly approved by the Susanville City Council at a regular meeting thereof held on the 21st day of September, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Susanville all on the 21st day of September, 2016.

Dated: September 21, 2016


Gwenna MacDonald, City Clerk

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RESOLUTION NUMBER 16-5318
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AGREEMENTS WITH
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF
SUSANVILLE PAUL BUNYAN CONNECTIVITY STUDY

WHEREAS, the Paul Bunyan Connectivity Study creates a vision for multi-modal and connectivity enhancements within north Susanville between Meadow View Elementary School, Lassen Community College, Diamond Mountain Casino, Susanville Ranch Park and more than 1,700 households; and

WHEREAS, the study area is north of downtown Susanville and bounded by Susanville Ranch Park, Chestnut Street, Spring Ridge Drive, and SR 139; and

WHEREAS, the Plan will include concept designs, circulation recommendations, funding strategies and sources for future project programming; and

WHEREAS, the City Council of the City of Susanville is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City of Susanville wished to delegate authorization to execute these agreements and any amendments thereto;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Susanville, authorize the City Administrator, or designee, to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

Dated: September 21, 2016

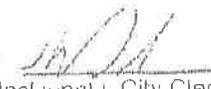
APPROVED: 
Kathie Garnier, Mayor

ATTEST 
Anna MacDonald, City Clerk

The foregoing Resolution No. 16-5318 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 21st day of September, 2016, by the following vote:

AYES: De Boer, Franco, Wilson and Garnier
NOES: None
ABSENT: Stafford
ABSTAINING None

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Gwenna MacDonell, City Clerk

APPROVED AS TO FORM


Jessica Ryan, City Attorney

NOTE: Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your scope of work is complete.

SCOPE OF WORK: Paul Bunyan Connectivity Plan

INTRODUCTION:

The City of Susanville Paul Bunyan Connectivity Plan (Plan) will provide a conceptual multi-modal planning foundation for north Susanville. The project area is bounded by Tribal housing off of SR 139, Chestnut Street, Spring Ridge Drive, and the Susanville Ranch Park (see map). There are currently major deficiencies with the multi-modal connectivity and safety in the project-area. With an average annual growth rate of 3.2% between 2000 and 2010, well above the California rate of 1% for the same time period, it is crucial to adapt the current system to include an integrated multi-modal network. The project-area contains over 1,700 households, including the Susanville Indian Rancheria (336 members in Susanville), as well as Meadow View Elementary School (338 students), Diamond Mountain Casino and Hotel (70 rooms and 50+ employees), and Lassen Community College (2,494 students). Susanville struggles economically, with 22% of residents below the poverty line and a median income well below that of California's (Census 2010). This Plan intends to close gaps in the multi-modal transportation network and improve safety for community. Transportation improvements can benefit the community in many ways. For instance, the safety and connectivity improvements that the area needs may encourage more to walk or ride, putting less demand on the automobile network, and increasing its efficiency. Improvements will also help the economic situation of Susanville. A cohesive multi-modal network will help the 9% of residents that rely on walking as their primary mode of transportation and the 7% of residents that have no vehicle available to them (US Census 2010). It will also serve as a way to attract new residents and grow the economy sustainably. The City hopes to promote recreation and environmental stewardship by encouraging more residents and visitors to the Susanville Ranch Park through transportation improvements.

This Plan intends to engage the community to find collaborative solutions that will close connectivity gaps, increase accessibility, and provide the concept for equitable multi-modal transportation options. The Plan will identify, evaluate, and prioritize sites with safety and connectivity issues to enhance the multi-modal network and foster a healthy community with an efficient transportation system. Through the Plan, the City intends to provide a place for residents to participate in transportation investments that will support a vibrant economy and a livable community. The Plan intends to encourage a mode shift from automobile to walking, biking or transit by addressing deficiencies and engaging the public. The City hopes to create a more efficient system that supports California state goals to increase walking and biking rates and decrease GHG emissions. Public input will be gathered through interactive and innovative community workshops. The Plan will include existing conditions, conceptual design, and strategies for implementation and funding. Future implementation of the Plan is intended to improve livability and encourage more users to active modes of transportation.

The scope of work shown below reflects the anticipated process and deliverables for the City of Susanville Paul Bunyan Connectivity Plan.

RESPONSIBLE PARTIES:

The City of Susanville with the assistance of the contracted consultants will perform the work outlined below. The City has not yet selected a consulting firm and the proper procurement procedures will be used through a competitive RFP process. City staff anticipates these figures will not differ substantially and will not exceed the amount requested by the grant.

OVERALL PROJECT OBJECTIVES:

- Identify safety and connectivity issues for multi-modal transportation users.
- Engage the public to discover appropriate improvements for the existing dirt section of Paul Bunyan Logging Road.
- Serve the students living in the project-area by providing the framework for safer, more complete streets.
- Develop conceptual design for corridor enhancement in conjunction with the community vision.
- Encourage active transportation through community engagement and future plan implementation.

The Plan intends to provide the framework to:

- Enhance key corridors and address multi-modal connectivity issues.
- Enhance the existing multi-modal path for commute and recreation purposes.
- Add and improve bike routes and lanes.
- Add sidewalks and improve ADA accessibility.
- Close existing gaps in the sidewalk network.
- Add and improve crosswalks.
- Address parking issues at Susanville Ranch Park.
- Monitor the success of multi-modal facilities.

I. Project Initiation and Coordination with Project Partners

Task 1.1 Project Kick-Off Meeting

- The City of Susanville will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Agenda and meeting summary will be provided to participants.
- Responsible Party: City of Susanville

Task 1.2 Consultant Solicitation

- Prepare and release request for proposals in compliance with appropriate contracting procedures.
- Select qualified consultant to prepare the Paul Bunyan Connectivity Plan.
- Responsible Party: City of Susanville

Task 1.3 Stakeholder Coordination

- The consultant and the City of Susanville will determine relevant stakeholders for the project. At this time, the identified stakeholders will be contacted for individual meetings regarding the project.
- Responsible Party: Consultant

Task 1.4 Identify existing conditions

- The consultant will gather existing conditions and background data to better understand the opportunities and constraints of the project. Past planning efforts will be considered and reviewed to ensure consistency. The existing conditions will help set the project foundation which will be used as a guide in the development of the Plan. Existing and planned land uses, population characteristics, travel behavior and an inventory, evaluation, and analysis of existing bicycle and pedestrian facilities are expected. The consultant will conduct a bicycle and pedestrian count in strategic locations throughout the project area. The bicycle and pedestrian counts will be used as a way to monitor performance of the plan after project implementation and construction.
- Responsible Party: Consultant

Task 1.6 Stakeholder meetings

- The consultant will meet with stakeholders to discuss opportunities and constraints regarding the project, community outreach and a timeline of the project. Stakeholders will be provided with an opportunity at this time to assist in developing the community workshops in an effort to utilize local understanding and capture maximum participation.
- Responsible Party: Consultant

Task	Deliverable
<i>1.1</i>	<i>Meeting notes and summary</i>
<i>1.2</i>	<i>RFP, Proposals, and Consultant selection procedure documentation</i>
<i>1.3</i>	<i>Stakeholder outreach list</i>
<i>1.4</i>	<i>Existing Conditions Report(including bicycle and pedestrian counts)</i>
<i>1.5</i>	<i>Meeting notes and summary</i>

2. Public Outreach

Task 2.1 Advertise and prepare for community workshops

- The consultant can define the most appropriate community outreach efforts to strategically reach as many community members as possible. It is the City's intention to actively engage the community in a thoughtful discussion on transportation improvements. A project specific website should be developed to provide community members and stakeholders with plan development information. At this time the consultant will prepare necessary materials to facilitate the walking tour (Task 2.2) and the second community workshop (Task 2.3).
- Responsible Party: Consultant

Task 2.2 Community Workshop #1

- Prior to concept development, the community workshop will take place at the Diamond Mountain Casino. This is a key location in the project site and may reach a large share of the Native American population in the area. It is well known, centrally located, and located directly adjacent to many of the preliminary identified deficiencies of the multi-modal system. This community workshop will begin by introducing the community to the opportunities and constraints of the project. The workshop will consist of a walking tour of the project site which will allow community members to better envision the possibilities of the project and allow for solicitation of comment and opinion regarding the project.
- Responsible Party: Consultant

Task 2.3 Community Workshop #2

- Project area concept design alternatives, developed from community input and feedback received from Tasks 2.2 and 2.3 and as described in Task 3.1 will be presented. Community members will have the opportunity to discuss and provide further input on the concept designs. This community meeting will continue to solicit feedback and input that will be used in the development of the final report and streetscape concept designs. This community meeting will take place an appropriate location in the project area.
- Responsible Party: Consultant

Task	Deliverable
2.1	<i>Public outreach documents</i>
2.2	<i>Workshop agenda, summary, photos</i>
2.3	<i>Workshop agenda, summary, photos</i>

3. Plan Development

Task 3.1 Develop Design Concepts

- The conceptual design will include plans, sketches, and photos of the project area. The design will be influenced from community input, comments, and feedback (Tasks 2.2 and 2.3). Additionally, alternative designs for various project sections will be identified and developed during this task. The streetscape concept designs will be presented in Task 2.3 for solicitation and input which will be used for the development of the Connectivity Plan identified in Task 3.3. It is the intention to prepare designs that are ready for programming upon adoption of the Plan.

- Responsible Party: Consultant

Task 3.2 Develop Funding Strategies

- Review and identify potential funding resources and define implementation strategies for priority projects. This will be summarized and included within the draft and final Plan. Future implementation of the concept designs and multi-modal enhancements is a central goal of the Plan.
- Responsible Party: Consultant

Task 3.3 Draft Connectivity Plan

- The draft Connectivity Plan will be developed from community input and recommendations (Task 2). The report will include the existing conditions report, a summary of transportation improvement needs, a list of prioritized projects, preferred streetscape concepts, public outreach materials, and a funding and implementation strategy guide.
- Responsible Party: The Consultant

Task 3.4 Final Connectivity Plan

- The Final Paul Bunyan Connectivity Plan will be developed with input from the community outreach in Task 2. The Final Plan will include all elements from the draft. Four hard copies and four electronic copies will be submitted to Caltrans. Credit of the financial contribution of the grant program will be credited on the cover of the report. The Final Connectivity Plan will be presented to the City Council at a regular meeting.
- Responsible Party: Consultant

Task	Deliverable
3.1	<i>Illustrations, sketches, photos</i>
3.2	<i>Funding strategy summary</i>
3.3	<i>Draft report, Agenda, Comments</i>
3.4	<i>Final Report, Agenda, Comments, meeting summary</i>

4. Fiscal Management

Task 4.1 Invoicing

- Submit complete invoicing packages to Caltrans District staff based on milestone completion. Invoicing will take place at least quarterly.
- Responsible Party: City of Susanville

Task 4.2 Quarterly Reports

- Submit complete quarterly reports to Caltrans District Staff providing a summary of progress and grant/local match expenditures.
- Responsible Party: City of Susanville

Task	Deliverable
4.1	<i>Invoice Packages</i>
4.2	<i>Quarterly Reports</i>

CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
GRANT PROGRAM



FY 2016-2017
Grant Application Guide
STRATEGIC PARTNERSHIPS
SUSTAINABLE COMMUNITIES



Application Deadline
October 30, 2015 at 5:00 PM

California Department of Transportation
Division of Transportation Planning

Table of Contents

Sustainable Transportation Planning Grant Program.....	1
Sustainable Transportation Planning Grant Summary Chart.....	4
General Information and Requirements.....	5
Grant Program Overview.....	9
Application Preparation.....	14
• Application Submittal Instructions.....	15
• Tips and Pointers for Writing a Successful Grant Application.....	16
• Grant Application Checklist and Sample.....	17
• Scope of Work Checklist and Sample.....	25
• Project Timeline Checklist and Sample.....	31
• Third Party In-Kind Valuation Plan Checklist and Sample.....	33
• Local Resolution Checklist and Sample.....	35
Caltrans District and Regional Agency Boundaries Map.....	37
Caltrans Sustainable Transportation Planning Grant District Contact List.....	38

Sustainable Transportation Planning Grant Program

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) current Mission: *Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.*

Current significant efforts were also considered during Grant Program development, such as:

- California Transportation Infrastructure Priorities Vision and Core Concepts;
- State Smart Transportation Initiative Assessment and Recommendations;
- Caltrans Program Review Major Actions;
- California Transportation Plan (CTP) 2040 Vision and Goals; and,
- Smart Mobility 2010 Principles.

Grant Program Overarching Objectives were also identified to ensure consideration of these major efforts in transportation planning, including: **Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health, and Equity.**

In addition, grant administration processes have been streamlined and made consistent to benefit our partners. Most notable is the earlier release date of this *Grant Application Guide*, the earlier application deadline, and an earlier grant award announcement date. With this advanced process, grant recipients can anticipate starting project activities early in Fiscal Year (FY) 2016-2017, pending State Budget approval.

The original intent and available budget of the Grant Program remains unchanged from previous years. Although dedicated grants no longer exist for Environmental Justice, Community-Based Transportation Planning, and Transit Planning, these important areas are still eligible for funding under the new Grant Program. Caltrans still provides transportation planning grants to promote a balanced, comprehensive multimodal transportation system. However, starting in FY 2014-15, Caltrans revised the Grant Program to reflect current goals that direct us to emphasize more transportation planning efforts that promote sustainability.

These grants may be used for a wide range of transportation planning purposes that address local, regional, and interregional transportation needs and issues. The implementation of these grants should ultimately lead to the adoption, initiation, and programming of transportation improvements. The Caltrans Division of Transportation Planning provides the following transportation planning grants:

- ❖ Strategic Partnerships
- ❖ Sustainable Communities

State Transportation Planning Goals¹

1. **Improve Multimodal Mobility and Accessibility for All People:** Expand the system and enhance modal choices and connectivity to meet the State's future transportation demands.
2. **Preserve the Multimodal Transportation System:** Maintain, manage, and efficiently utilize California's existing transportation system.
3. **Support a Vibrant Economy:** Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.

¹ Source: California Transportation Plan 2040

4. **Improve Public Safety and Security:** Ensure the safety and security of people, goods, services, and information in all modes of transportation.
5. **Foster Livable and Healthy Communities and Promote Social Equity:** Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
6. **Practice Environmental Stewardship:** Plan and provide transportation services while protecting our environment, wildlife, historical, and cultural assets.

Federal Transportation Planning Goals²

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility of people and freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.

California Transportation Plan 2040 Vision

California's transportation system is safe, sustainable, and globally competitive. It provides reliable and efficient mobility and accessibility for people, goods, and services while meeting our greenhouse gas emission reduction goals and preserving community character. This integrated, connected, and resilient multimodal system supports a prosperous economy, human and environmental health, and social equity.

Integrating Goals and Objectives

All grant applications must align with the Caltrans Mission, Grant Program Overarching Objectives, and the CTP 2040 Vision. The State and Federal goals provide the framework for the Strategic Partnerships and Sustainable Communities grants. A competitive grant application addresses and articulates how the project relates to the Caltrans Mission, Grant Program Overarching Objectives, CTP 2040 Vision, and multiple State and Federal goals. The Grant Specific Objectives on Page 12 indicate the specific purpose of each grant, and must also be considered when preparing an application. Overall, successful grant applications clearly demonstrate how the proposed project integrates the goals and objectives.

Promoting Sustainable Communities in California

Caltrans supports Senate Bill 375 (SB 375, 2008) Sustainable Communities Strategy (SCS) efforts. Applications should complement SCS efforts, if they exist in the geographical region. The SCS is a tool that is intended to help communities reduce transportation related greenhouse gas emissions and assist local and regional governments in creating sustainable communities for residents throughout the State. Information on SCS efforts can be found at: <http://www.arb.ca.gov/cc/sb375/sb375.htm>.

² Source: Title 23, United States Code, Section 134

Although most rural areas of the State are not subjected to SB 375/SCS requirements, Caltrans still promotes the development of sustainable communities in these areas of the State. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities grants.

Addressing Environmental Justice and Disadvantaged Communities^{3,4}

Caltrans strives for environmental justice in all of its activities. In the past, low-income and minority communities bore many of the negative impacts of transportation projects. It is the goal of environmental justice to ensure that when transportation decisions are made, low-income and minority communities have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens. Caltrans encourages eligible applicants to apply for Sustainable Communities grants to address transportation needs and deficiencies in disadvantaged communities. CalEnviroScreen Version 2.0 is used to verify the disadvantaged communities that will benefit from awarded grant projects. Information about environmental justice and disadvantaged communities can be found at:

CalEnviroScreen Version 2.0:

<http://oehha.maps.arcgis.com/apps/Viewer/index.html?appid=dac2fb1e42674c12n04a2b302a080598>

Desk Guide – Environmental Justice in Transportation Planning Investments:

http://www.dot.ca.gov/hq/tpp/offices/ocp/documents/ej_titlevi_files/EnvironmentalJusticeDeskGuideJan2003.pdf

Community Primer on Environmental Justice & Transportation Planning:

http://www.dot.ca.gov/hq/tpp/offices/ocp/documents/ej_titlevi_files/EJ_Primer_4_10_WEB.pdf

Complete Streets and Smart Mobility Framework

Caltrans also supports complete streets and the Smart Mobility Framework (SMF). If applicable, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of complete streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets: http://www.dot.ca.gov/hq/tpp/offices/ocp/complete_streets.html

SMF: <http://www.dot.ca.gov/hq/tpp/offices/ocp/smf.html>

³ Source: Desk Guide – Environmental Justice in Transportation Planning Investments (2003)

⁴ Source: Community Primer on Environmental Justice & Transportation Planning (2008)

Sustainable Transportation Planning Grant Summary Chart

GRANT	FUND SOURCE	PURPOSE	WHO MAY APPLY	LOCAL MATCH
Strategic Partnerships	Federal Highway Administration-- State Planning and Research, Part I Budget Federal funds \$1,500,000 Grant Min \$100,000 Grant Max \$500,000	Funds transportation planning studies of interregional and statewide significance, in partnership with Caltrans.	<p>The following are eligible to apply as a primary applicant:</p> <ul style="list-style-type: none"> Metropolitan Planning Organizations and Regional Transportation Planning Agencies <p>The following are eligible to apply as a sub-applicant:</p> <ul style="list-style-type: none"> Metropolitan Planning Organizations and Regional Transportation Planning Agencies Transit Agencies Universities and Community Colleges Native American Tribal Governments Cities and Counties Community-Based Organizations Non-Profit Organizations (501.C.3) Other Public Entities** 	20% minimum (in non-federal funds or an in-kind* contribution). The entire minimum 20% local match may be in the form of an eligible in-kind contribution. Additional local funds above the minimum local match are desired.
Sustainable Communities	Federal Transit Administration, Section 5304 & State Highway Account Budget Federal/State funds \$8,300,000 Grant Min \$50,000 Grant Max \$500,000	Funds studies of multimodal transportation issues having statewide, interregional, regional or local significance to assist in achieving the Caltrans Mission and overarching objectives.	<p>The following are eligible to apply as a primary applicant:</p> <ul style="list-style-type: none"> Metropolitan Planning Organizations and Regional Transportation Planning Agencies Transit Agencies; Cities and Counties; Native American Tribal Governments <p>The following are eligible to apply as a sub-applicant:</p> <ul style="list-style-type: none"> Metropolitan Planning Organizations and Regional Transportation Planning Agencies Transit Agencies Universities and Community Colleges Native American Tribal Governments Cities and Counties Community-Based Organizations Non-Profit Organizations (501.C.3) Other Public Entities** 	11.47% minimum (in cash or an in-kind* contribution). The entire minimum 11.47% local match may be in the form of an eligible in-kind contribution.

* For in-kind contribution requirements, refer to Page 11 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

General Information and Requirements

This section provides a brief overview of the financial, subcontracting, and legal requirements pertaining to all grant programs. The content of this section should be notably considered in the development of grant applications, as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines, including administrative and reporting requirements.

Accounting Requirements

Grantees are required to maintain an accounting and record system that properly accumulates and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200. It is the grantee's responsibility, in conjunction with Caltrans District staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Project Timeline. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans District Office to ensure any issues are addressed early during the project period.

Indirect and Direct Costs

Indirect costs require an Indirect Cost Allocation Plan (ICAP). For example, reproduction costs, computer rental and office supplies are considered indirect costs. However, if these costs are tied to a specific task or activity, they are considered direct costs.

If a grantee, including sub-recipients and third party contractors/consultants, are seeking reimbursement of indirect costs, they must submit an ICAP or an Indirect Cost Rate Proposal (ICRP) to Caltrans Audits and Investigations annually for review and approval prior to reimbursement. An ICAP or ICRP must be prepared and submitted in accordance with 2 CFR, Part 200. For more information visit the following website:

Indirect Cost Allocation Plan: http://www.dot.ca.gov/hq/audits/icap_icrp.html

Due to the competitive nature of the grant award process, applications must include any indirect costs in the Project Timeline. Indirect costs can only be reimbursed if they are identified in the Project Timeline submitted with the initial application.

Eligible Activities and Expenses

Direct costs must be used *only for transportation planning-related activities*. Consult with Caltrans District staff for more information. Some eligible costs include:

- Data gathering and analysis
 - Planning consultants
 - Conceptual drawings and design
 - Community surveys, meetings, charrettes, focus groups
 - Bilingual services for interpreting and/or translation services for meetings
-

Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Project Timeline. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees). For more information on eligible travel expenses, visit the following website:

Caltrans Travel Guide: <http://www.dot.ca.gov/hq/asc/travel/>

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs, regardless of funding source. If an application has any of the following elements, it will be disqualified.

Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents (PIDs)
- Regional Transportation Plans (RTP) or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, such as the building of a facility, or maintenance
- Purchasing of office furniture, or other capital expenditures
- Decorations
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Unreasonable incentives such as prizes for public participation
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

Third Party Contracts

The agreements between a grantee and a sub-recipient, consultant, or sub-consultant are referred to as "third party contracts." An eligible sub-applicant will be identified by an eligible applicant on the onset of the application. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must be used.

Grantees may use their agency's procurement procedures as long as they comply with 2 CFR, Part 200 and Local Assistance Procedures Manual, Chapter 10. In addition, work can only be contracted if it has been stated in the applicant's Scope of Work and Project Timeline. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans only enters into a contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with 2 CFR, Part 200.

All documentation of third party contract procurements must be retained and copies of all agreements must be submitted to Caltrans. For more information on third party contracting, visit the following links:

Code of Federal Regulations: **2 CFR, Part 200**

Local Assistance Procedures Manual: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

Title VI Non-Discrimination Requirement

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. Specifically Title VI provides the following:

No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.

The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) each have requirements that recipients must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Compliance reflects not only the law, but is also a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program.

Caltrans is responsible for complying with Civil Rights requirements and for monitoring funding compliance of any sub-applicants. Grant recipients of federal funds, primarily Metropolitan Planning Organizations (MPOs) and Regional Transportation Planning Agencies (RTPAs), are required to comply with FTA Circular 4702.1B, and must submit a copy of the agency's governing board-approved Title VI Program. Caltrans staff will contact grantees to ensure this requirement is satisfied.

Disadvantaged Business Enterprise Reporting

Grant recipients of federal funds, primarily MPOs and RTPAs, are required to report any Strategic Partnerships and/or Sustainable Communities contracting opportunities that may involve Disadvantaged Business Enterprise (DBE) participation. DBE reporting is required twice a year: April 1st and October 1st.

For details about DBE requirements, visit the Office of Regional Planning (ORP) DBE website at: <http://www.dot.ca.gov/hq/tpp/offices/orip/DBE/DBE.html>.

Pre-Award Audit

The Strategic Partnerships and Sustainable Communities grants are available in amounts up to \$500,000. However, any awarded grant in excess of \$250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of state and federal funds maintain adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans.

If a pre-award audit is needed, the local Caltrans District Office will contact the grantee to facilitate the appropriate action. This has the potential to delay the start of the project and applicants are encouraged to determine if the delay will hinder their ability to complete the project by the terms specified in the agreement.

Past Performance

Previous grant performance will be considered during the evaluation process. Applicants with a history of inadequate performance such as poor project management, failure to achieve project milestones, untimely invoice submittals, or an overall poor quality of the final product may be at a competitive disadvantage in the application review process. Grant funds may not be awarded to prior grant recipients with unresolved past performance issues.

Award Terms

Caltrans is committed to being an active partner. If awarded a grant, the applicant should include Caltrans District staff when planning both technical advisory and community meetings. In addition, Caltrans District staff will help to ensure that the approved Scope of Work, Project Timeline, and project funding will be maintained throughout the life of the contract.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant. Inadequate performance by grantees, sub-recipients, or consultants may hinder the grantee's ability to leverage future grant awards.

Ownership

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

Grant Program Overview

The Sustainable Transportation Planning Grant Program is state *and* federal funded. The role of the Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) is to facilitate a fair and open competitive application and outreach process. For an MPO or RTPA to influence the applicant pool either formally or informally by pre-screening applications is contrary to both state and federal administration of these grant programs.

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate MPO or RTPA to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate MPO or RTPA process and schedule, as they may differ slightly from those of Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP/SCS for the entire MPO region.

Who May Apply – Strategic Partnerships

Only MPOs and RTPAs that have a current Master Fund Transfer Agreement (MFTA) with ORP may apply directly for the Strategic Partnerships grants. **Eligible sub-applicants include:** MPOs and RTPAs, universities and community colleges, Native American Tribal Governments, cities and counties, community-based organizations, non-profit organizations (501.c.3), and public entities.

Who May Apply – Sustainable Communities

Eligible primary applicants for the Sustainable Communities grants include: MPOs and RTPAs; transit agencies; cities and counties; and, Native American Tribal Governments. **Eligible sub-applicants include:** MPOs and RTPAs, universities and community colleges; Native American Tribal Governments; cities and counties; community-based organizations; non-profit organizations (501.c.3), and public entities.

Caltrans will contract directly with eligible primary grant recipients that do not have a current MFTA with ORP. The method of contracting for these grant recipients is known as the Restricted Grant Agreement (RGA).

Project Start Dates

All awarded grant funds must be encumbered during the first fiscal year after the State Budget is approved. The project start date depends on the method of contracting with Caltrans. For MPOs and RTPAs with a current MFTA, work may begin as early as July 2016. For other grant recipients that will undergo the RGA contracting process, work may begin as early as September 2016, assuming the grantee has received a fully executed contract and has been notified by Caltrans to begin work. State Budget approval would also need to occur prior to starting any project activities. It is important for applicants to reflect the estimated project start date in the Scope of Work and Project Timeline. The next page provides the project timeline constraints for both methods of contracting with Caltrans.

Restricted Grant Agreement Project Timeline

Consider these dates when developing the Scope of Work and Project Timeline:

September 2016

- Anticipated start date, pending State Budget approval

February 28, 2019

- Contract expires (**no time extensions will be granted**)
- Reimbursable work must be completed

April 28, 2019

- All final invoices must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

Master Fund Transfer Agreement Project Timeline (MPOs/RTPAs Only)

Consider these dates when developing the Scope of Work and Project Timeline:

July 2016

- Anticipated start date, pending State Budget approval

June 30, 2019

- Project end date
- Reimbursable work must be completed

Final Request for Reimbursement

- A Final Request for Reimbursement must be filed no later than 60 days after the end of the fiscal year to coincide with the submission of the Overall Work Program (OWP) Final Expenditure Report.

Overall Work Program (MPOs/RTPAs Only)

All MPOs and RTPAs must have the entire grant award and local match programmed in the Fiscal Year 2016-17 OWP no later than May 1, 2017. Approved projects must be identified as **individual** Work Elements in the current OWP and in future OWPs until the project is complete.

Requests for Reimbursements

Grant payments are made **only** as reimbursements. Invoices or Requests for Reimbursements (RFR) need to be submitted no more frequently than monthly or at a minimum quarterly. Grantees must pay sub-recipients and subcontractors prior to submitting a RFR to Caltrans. A **one-time, lump sum RFR for the entire grant is not allowed**. Local match (cash and third party in-kind contributions) must be expended on a proportional basis coinciding with each grant Work Element (MPOs/RTPAs only) and/or RFR. The proportional expenditure of local match must be clearly identified in the Project Timeline. The minimum required local match (i.e., 11.47% or 20%) must be rendered during the invoicing period to which the matching requirement applies. The minimum required local match must also be satisfied with each RFR.

Local Match Contribution

All grants require a local match. Revenue sources for a local match can include local sales tax, special bond measures, private donations, private foundations, etc. The Strategic Partnerships grants require the applicant to provide a minimum 20 percent non-federal local match. The Sustainable

Communities grants require the applicant to provide a minimum 11.47 percent local match—federal fund grant recipients, primarily MPOs, must provide a non-federal local match and other grantees may use any source of funds for the local match. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount). The local match can be all cash, all third party in-kind contributions, or a combination of the two.

The Local Match Calculator is accessible at:
http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/2015/Match_Calculator.xlsx

Third Party In-Kind Contributions

Third party in-kind contributions are goods and services donated from outside the primary grantee's agency. Examples of third party in-kind contributions include donated printing, facilities, interpreters, equipment, advertising, time and effort, staff time, and other goods and services. The value of third party in-kind contributions must be directly benefiting and specifically identifiable to the project. The third party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Project Timeline, and the project specific Work Element in the OWP, if applicable.

If third party in-kind contributions are used for the local match, a third party in-kind valuation plan must be submitted to Caltrans for approval as a condition of grant acceptance. The third party in-kind valuation plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be rendered. The Third Party In-Kind Valuation Plan Checklist and Sample are provided on Pages 35-36.

Quarterly Reporting

For MPOs and RTPAs, the progress of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report. If this method of reporting is not adequately satisfied, Caltrans staff will require separate quarterly reports for each awarded grant project.

All other primary grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans staff will provide the brief report form and due dates.

Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FTA, FHWA, or Caltrans' financial participation on the cover or title page. An electronic copy of all final reports shall be forwarded to the Caltrans District Office responsible for the administration and oversight of the grant. The electronic copy will be accessible on the ORP Grants website.

Review Process

All applications submitted to the Sustainable Transportation Planning Grant Program go through three levels of review--Caltrans Districts, Caltrans Headquarters functional area experts, and two State and Federal interagency review committees (one for Strategic Partnerships and one for Sustainable Communities). District staff reviews all applications for content, submission of proper documentation, and overall relationship to regional and local planning efforts. The District rates each application and provides comments to inform the interagency review committee. The Caltrans Headquarters functional area experts review and provide comments pertaining to the application subject matter, which are also used to inform the interagency review committee. The interagency

review committees evaluate applications for content, completeness, meeting technical requirements, and the overall relationship to statewide planning efforts. Once the interagency review committees evaluate, rank, and select the best applications for grant funding, final recommendations are presented to Caltrans management for approval.

Strategic Partnerships

Funding

The Strategic Partnerships grants are funded by the FHWA (State Planning and Research, Part I). The FHWA has authorized Caltrans to distribute these grant funds.

Approximately \$1.5 million will be available for the Fiscal Year 2016-17 grant cycle. The minimum grant is \$100,000 and the maximum amount per grant cannot exceed \$500,000.

Grant Specific Objective

The objective of Strategic Partnerships is to: achieve the Caltrans Mission and Grant Program Overarching Objectives on Page 1; encourage regional agencies to partner with Caltrans to identify and address statewide/interregional transportation deficiencies in the state highway system; strengthen government-to-government relationships; and, result in programmed system improvements.

Example Project Types

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Corridor studies and corridor performance/preservation studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Studies for relinquishment of state routes
- Statewide research or modeling tools
- Transportation demand management plans
- System investment prioritization plans

Sustainable Communities

Funding

The Sustainable Communities grants are funded by the FTA (Section 5304) and also the State Highway Account. The FTA has authorized Caltrans to distribute these grant funds. Funding distribution will depend on the quality and number of applications in each applicant pool, i.e., MPOs, RTPAs, cities and counties, transit agencies, and Native American Tribal Governments.

Approximately \$8.3 million will be available for the Fiscal Year 2016-17 grant cycle. The minimum grant is \$50,000 and the maximum amount per grant cannot exceed \$500,000.

Grant Specific Objective

The objective of Sustainable Communities grants is to: achieve the Caltrans Mission and Grant Program Overarching Objectives on Page 1; identify and address mobility deficiencies in the multimodal transportation system including the mobility needs of environmental justice and disadvantaged communities; encourage stakeholder collaboration; involve active public engagement; integrate Smart Mobility 2010 concepts; and, ultimately result in programmed system improvements.

Student Internships

Student internships in transit planning at rural public transportation agencies may be applied for under this grant. **Only rural agencies may apply for student internships.** The objective of student internships is to provide students an opportunity to gain work experience in transit planning at public transportation agencies. The intent is to foster the education of university and community college students with an interest in the field of transit planning. Internships are for students only. The application, including the Scope of Work and Project Timeline, should include administration of the internship program (i.e., recruitment, orientation, performance evaluation, etc.) and the specific intern assignments to be completed. However, the costs associated with administrative work shall be limited and the larger portion of costs shall be allocated to intern wages and activities.

Example Project Types

- Studies that advance a community's effort to reduce transportation related greenhouse gases
 - Studies that assist transportation agencies in creating sustainable communities
 - Community to school studies or safe routes to school plans
 - Studies that advance a community's effort to address the impacts of climate change and sea level rise
 - Jobs and affordable housing proximity studies
 - Context-sensitive streetscapes or town center plans
 - Complete street plans
 - Bike and pedestrian safety enhancement plans
 - Traffic calming and safety enhancement plans
 - Corridor enhancement studies
 - Health equity transportation studies
 - Climate change adaptation plans for transportation facilities
 - Transit plans, surveys, and research
 - Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
 - Studies that evaluate accessibility and connectivity of the multimodal transportation network
 - Short range transit development plans
 - Transit marketing plans
 - Social service improvement studies
 - Student Internships (Only for Rural Agencies)
 - Studies that address environmental justice issues in a transportation related context
-

Application Preparation

The Sustainable Transportation Planning Grant Program is competitive. This section provides applicants with supplemental information as well as details on required documents that must accompany an application at the time of submittal. All applicants are strongly encouraged to adhere to these requirements in order to score competitively during the application evaluation process.

Required Documents

Use the samples and checklists provided for the following required documents:

- Application
- Scope of Work
- Project Timeline

A map of project area is also required to clearly identify the boundaries of the project area and to provide a sense of the context of the project.

Additional Documents

The following documents are not required, but enhance the overall application.

- Letters of Support
 - Letters of support must be submitted with the application package. Letters received separate from the application package may not be considered. The letters should be addressed to the applicant. Such letters can come from community-based organizations, local governments, Native American Tribal governments, service agencies, and elected officials.
 - Photographs
 - Photographs of the proposed project area convey existing conditions and help to further explain the need for the grant.
 - Safety Data
 - Provide statistical data of pedestrian-vehicle injuries/crashes or fatalities resulting from lack of safe infrastructure, unsafe pedestrian behavior, vehicle and driver factors or other road conditions that contribute to possible injuries. Statistical information may be obtained from police reports, transit agencies, National Highway Traffic Administration or the Governor's Highway Safety Association.
-

Application Submittal Instructions

An applicant may submit more than one application. However, any project can only be submitted to either Strategic Partnerships or Sustainable Communities. Caltrans Headquarters staff checks all applications between programs for duplication.

All grant application packages are required to be submitted **via e-mail**. An agency may only submit **one application package per e-mail**. The Caltrans District Office contact must be copied (refer to the **District Contact List** on Page 38) and the subject line needs to identify the district number, grant program, and *brief* project title (e.g., DI, SP, City of Can Do Planning Project). The required items outlined on the Grant Application Checklist on Page 17 must be attached to the e-mail as separate documents.

Please submit your application package to: Region1.Planning.Grants@dot.ca.gov

**APPLICATIONS MUST BE SUBMITTED VIA E-MAIL NO LATER THAN
FRIDAY, OCTOBER 30, 2015
BY 5:00 PM**

**HARD COPIES WILL NOT BE ACCEPTED
LATE APPLICATIONS WILL NOT BE REVIEWED**

The Grant Application Guide and application form are available at the following website:
<http://www.dot.ca.gov/hq/tpp/grants.html>

Anticipated award announcements: Spring 2016 (contingent upon approval of the State Budget)

Download the latest version of **Adobe Reader DC**® to complete the application form. This version of Adobe is available **free of charge**.

Caltrans District Office staff is a valuable resource and will be available during the application period to answer questions and help interested groups complete their applications. Refer to the District Contact List on Page 38 for contact information.

Tips and Pointers for Writing a Successful Grant Application

- ✓ Consult with your District representative for technical assistance before the application deadline.
 - ✓ Use the Samples and Checklists provided for the Application, Scope of Work, and Project Timeline.
 - ✓ Include Caltrans as an active partner in the study.
 - ✓ Provide letters of support and project area photographs to enhance the application.
 - ✓ Overall Grant Application: Clearly demonstrate how the project promotes State and Federal Transportation Planning Goals, *without stating the goals verbatim*. Also demonstrate how the project fits the appropriate Grant Specific Objective.
 - ✓ Project Summary: Concisely describe the project, in less than 100 words. Explain, "*Who, what, when, where, and why.*"
 - ✓ Project Justification: Clearly define and explain the transportation problem or deficiency that the project will attempt to address. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with concrete data, if available.
 - ✓ Scope of Work: The grant application no longer has sections for project area demographics, public participation, and project implementation; ensure these sections are incorporated in the scope of work.
 - ✓ Project Timeline: Identify the current indirect cost rate *if* indirect costs will be sought for reimbursement. Since indirect cost rates will not be approved until fiscal year 2015-2016, the rate will be an estimate based on the currently approved rate.
 - ✓ Keep administrative project tasks below 5 percent of the grant amount requested.
 - ✓ Ensure the appropriate minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided.
-

GRANT APPLICATION CHECKLIST

The following documents are required and must be submitted via e-mail as separate attachments. Please keep file names brief, as files become corrupted when the names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

- Application* (Complete the PDF form provided online at <http://www.dot.ca.gov/hq/tpp/grants.html>.)
- Application Signature Page (print, sign, and scan this page in PDF format)
- Scope of Work (Microsoft Word format)
- Project Timeline (Microsoft Excel format)
- Map of Project Area

Supplemental Information:

- Digital Photographs of Project Area (when applicable)
- Letter(s) of Support
- Safety Data

***Scanned or hard copies of the application will not be accepted.**

**Fiscal Year 2016-17
 SUSTAINABLE TRANSPORTATION PLANNING
 GRANT APPLICATION**

Check One Grant Program:

- Strategic Partnerships
 Sustainable Communities

PROJECT TITLE			
PROJECT LOCATION (city and county)			
	APPLICANT	SUB-APPLICANT	SUB-APPLICANT
Organization			
Mailing Address			
City			
Zip Code			
Executive Director/designee and title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
E-mail Address			
Contact Person and title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
Contact E-mail Address			
Phone Number			
FUNDING INFORMATION			
Use the Match Calculator to complete this section. Match Calculator			
Grant Funds Requested	Local Match - Cash	Local Match - In-Kind	Total Project Cost
\$	\$	\$	\$
Specific Source of Local Cash Match (i.e. local transportation funds, local sales tax, special bond measures, etc.)			

**Fiscal Year 2016-17
 SUSTAINABLE TRANSPORTATION PLANNING
 GRANT APPLICATION**

LEGISLATIVE INFORMATION			
Information in this section must directly be tied to the applicant's address.			
All legislative members in the project area do not need to be listed.			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District

*Use the following link to determine the legislators.
<http://findyourrep.legislature.ca.gov/> (search by address)

Grant applications must clearly demonstrate how the proposed transportation planning project promotes State and Federal Transportation Planning Goals. Select all that apply.

STATE TRANSPORTATION PLANNING GOALS

- Improve Multimodal Mobility and Accessibility for All People: Expand the system and enhance modal choices and connectivity to meet the state's future transportation demands.
- Preserve the Multimodal Transportation System: Maintain, manage, and efficiently utilize California's existing transportation system.
- Support a Vibrant Economy: Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.
- Improve Public Safety and Security: Ensure the safety and security of people, goods, services, and information in all modes of transportation.
- Foster Livable and Healthy Communities and Promote Social Equity: Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
- Practice Environmental Stewardship: Plan and provide transportation services while protecting our environment, wildlife, historical, and cultural assets.

**Fiscal Year 2016-17
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION**

FEDERAL TRANSPORTATION PLANNING GOALS

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
 - Increase the safety of the transportation system for motorized and non-motorized users.
 - Increase the security of the transportation system for motorized and non-motorized users.
 - Increase accessibility and mobility of people and freight.
 - Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
 - Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
 - Promote efficient system management and operation.
 - Emphasize the preservation of the existing transportation system.
-

**Fiscal Year 2016-17
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION**

1. Project Description (100 words maximum) (25 points): Briefly summarize project.

A good project description is one that can summarize the project in a clear and concise manner, including any connections to state or regional planning efforts.

**Fiscal Year 2016-17
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION**

2. **Project Justification (Do not exceed the space provided.) (25 points):** Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies.

This section needs to clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc). Competitive applications support the need for the project with empirical data. Also describe how this project addresses issues raised.

**Fiscal Year 2016-17
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION**

- | |
|---|
| <p>3. Project Management (50 points)
A. Scope of Work in required Microsoft Word format (25 points)
B. Project Timeline in required Microsoft Excel format (25 points)</p> |
|---|

<p>See Scope of Work and Project Timeline samples and checklists for requirements.</p>

**Fiscal Year 2016-17
SUSTAINABLE TRANSPORTATION PLANNING
GRANT APPLICATION**

Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Signature of Authorized Official (Applicant)

Print Name

Title

Date

Signature of Authorized Official (Sub-Aplicant)

Print Name

Title

Date

SCOPE OF WORK CHECKLIST

The scope of work is the official description of the work that is to be completed during the contract. **The scope of work must be consistent with the project timeline.**

The scope of work must:

- Be completed using the Fiscal Year 2016-17 template provided and in Microsoft Word format.
- List all tasks and sub-tasks using the same title as stated in the project timeline.
- Have task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant).
- Have a thorough Introduction to describe the project and project area demographics.
- Have a thorough and accurate narrative description of each task and sub-task.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for invoicing.
- Include a task for quarterly reporting to Caltrans.
- Include public participation and services to diverse communities.
- Include project implementation/next steps.
- NOT include environmental, complex design, or engineering work and other ineligible activities.
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.

NOTE: Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your scope of work is complete.

**SAMPLE SCOPE OF WORK:
City of Can Do Complete Street Plan**

The City of Can Do Complete Street Plan will provide a conceptual multi-modal planning foundation for the City's downtown main street corridor. The Plan will be used to evaluate how different complete street features enhance or detract from the vision of the community. The city intends to gather public input through interactive community workshops which will be the driving factor of the planning process. The City of Can Do Complete Street Plan will contain conceptual design only. It is the City of Can Do's intent that once this plan is complete, it will lead to implementation and development.

The scope of work shown below reflects the anticipated process and deliverables for the City of Can Do Complete Street Plan.

RESPONSIBLE PARTIES

The City of Can Do with the assistance of a consulting firm will perform this work. The City has not yet selected a consulting firm and the proper procurement procedures will be used through a competitive RFP process. City staff anticipates these figures will not differ substantially and will not exceed the grant request amount.

OVERALL PROJECT OBJECTIVES

- Reduce street crown and replace surface with enhanced and/or porous street pavers.
- Sidewalk widening and fully accessible ramp improvements at intersections.
- Add and improve bicycle lanes.
- Installation of street trees with grates and tree grates for existing trees that can be preserved.
- Installation of pedestrian-scale street lighting at intersections.
- Installation of street furniture and other design features.
- Application of "green street" concepts, such as storm water planter boxes and porous pavement where possible.
- Conceptual designs for underground utilities.
- Conceptual designs to improve drainage conveyance.

1. Project Initiation

Task 1.1: Project Kick-off Meeting

- The City will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.
- Responsible Party: The City

Task 1.2: Staff Coordination

- Monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.
- Responsible Party: The City

Task 1.3: RFP for Consultant Services

- Complete an RFP process for selection of a consultant using the proper procurement procedures.
- Responsible Party: The City

Task 1.4: Identify Existing Conditions

- Gather existing conditions and background data by identifying opportunities and constraints as well as standards that should be used to guide preparation of the plan such as existing and planned land uses, population characteristics, and travel projections within the City.
- Inventory and evaluate existing bicycle and pedestrian facilities.
- Responsible Party: Consultant

Task	Deliverable
1.1	Meeting Notes
1.2	Monthly Meetings Notes
1.3	Copy of Procurement Procedures and Executed Consultant Contract
1.4	Existing Conditions Report

2. Public Outreach

Note: All meetings will be publically noticed to ensure maximum attendance. All public notices will be in English and Spanish. Spanish translators and sign language interpreters will be present at all workshops.

Task 2.1: Community Workshop #1

- Walking tour and workshop. This workshop will introduce the project to the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to shape Task 3.1, Develop Streetscape Concept.
- Responsible Party: Consultant

Task 2.2: Community Workshop #2

- An interactive workshop that will use clicker technology, modeling tools, and maps to present the streetscape design concept alternatives. Community will decide on preferred alternatives. Continue to solicit feedback from the community to shape Task 3.3, Draft Complete Street Plan.
- Responsible Party: Consultant

Task 2.3: Community Workshop #3

- Present Draft Design Concept and Report and continue to solicit feedback for public comments to shape Task 3.3, Draft Complete Street Plan and Task 3.6, Final Complete Street Plan.
- Responsible Party: Consultant

Task	Deliverable
2.1	PowerPoint Presentation, Workshop Summary, Photos
2.2	PowerPoint Presentation, Workshop Summary, Photos
2.3	PowerPoint Presentation, Workshop Summary, Photos

3. Streetscape Plan

Task 3.1: Develop Streetscape Concept

- Based on the existing conditions report and the community input from Workshop #1, a streetscape concept will be developed. Streetscape conceptual design will incorporate complete streets concepts and will include plans, sketches, and photos.
- Responsible Party: Consultant

Task 3.2: Develop Conceptual Design Concept Alternatives

- Up to three complete street conceptual design alternatives will be developed. Illustrations will be made in plan view, as street cross sections, and as sketches. A model simulation will be developed for each alternative. The alternatives will be prepared and presented at Community Workshop #2.
- Responsible Party: Consultant

Task 3.3: Draft Complete Street Plan

- Based on the preferred design alternative chosen in Workshop #2, a draft report will be prepared. The draft report will be presented at Workshop #3 for public comment.
- Responsible Party: Consultant

Task 3.4: Identify Potential Funding Sources

- Review and identify potential funding sources for future implementation of the preferred alternative.
- Responsible Party: Consultant

Task 3.5: Joint Planning/Parking and Safety/Bicycle Advisory Commission Meeting

- Coordinate a joint session among the three commissions to review the draft report and conceptual design alternative. Solicit feedback, respond to any questions, and resolve any critical issues.
- Responsible Party: The City/Consultant

Task 3.6: Final Complete Street Plan

- Complete the final report that addresses the comments given from Workshop #3 and the Joint Commission Meeting. Four hard-copies and four electronic copies of the final report will be submitted to Caltrans. Credit of the financial contribution of the grant program will be credited on the cover of the report.
- Responsible Party: Consultant

Task 3.7: City Council Adoption

- Present the final Complete Street Plan at the City Council meeting. Resolve any critical issues. Adopt final City of Can Do Complete Street Plan.
- Responsible Party: The City/Consultant

Task	Deliverable
3.1	Sketches, illustrations
3.2	Sketches, illustrations
3.3	Draft Report
3.4	Funding Source Report
3.5	PowerPoint Presentation, Workshop Summary, Photos
3.6	Final Report
3.7	Meeting Notes

4. Fiscal Management

Task 4.1: Invoicing

- Submit complete invoice packages to Caltrans District staff based on milestone completion—at least quarterly, but no more frequently than monthly.
- Responsible Party: The City

Task 4.2: Quarterly Reports

- Submit quarterly reports to Caltrans District staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: The City

Task	Deliverable
4.1	<i>Invoice Packages</i>
4.2	<i>Quarterly Reports</i>

PROJECT TIMELINE CHECKLIST

The project timeline is the official documentation of the budget and time frame of the project. **The project timeline must be consistent with the scope of work.**

The project timeline must:

- Be completed using the Fiscal Year 2016-17 template provided (do not alter the template) and submitted in Microsoft Excel format.
- List all tasks and sub-tasks with the same title as stated in the scope of work.
- Have task and sub-task numbers in proper sequencing, consistent with the scope of work.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for quarterly reporting to Caltrans.
- Include a task for invoicing.
- List the responsible party for each task and sub-task, and ensure that it is consistent with the scope of work (i.e. applicant, sub-applicant, or consultant).
- Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match.
- State a realistic total cost for each task based on the work that will be completed. Project management/administration costs should not exceed 5% of the grant amount requested.
- Include a proportional spread of local match amongst each task. The match amount must be at least the minimum amount required by the grant program.
- Identify the indirect cost rate if indirect costs will be reimbursed.
- Have a best estimate of the amount of time needed to complete each task.
- Have the timeframe start at the beginning of the grant period (July 2016 for MPO/RTPAs or September 2016 for non-MPO/RTPAs).
- Have the timeframe extend all the way to the end of the grant period (June 2019 for MPO/RTPAs or February 2019 for non-MPO/RTPAs).
- List the deliverable for each task as stated in the scope of work.

NOTE: Applications with missing components will be at a competitive disadvantage.

THIRD PARTY IN-KIND VALUATION PLAN
CHECKLIST

The third party in-kind valuation plan is an itemized breakdown by task and sub-task and serves as documentation for the goods and/or services to be donated. **The third party in-kind valuation plan must be consistent with the information provided on the Project Timeline and Grant Application Cover Sheet.**

This document is required upon grant award as a condition of grant acceptance.

The third party in-kind valuation plan must:

- Be completed using the Fiscal Year 2016-17 template provided (do not alter the format).
 - Name the third party in-kind local match provider.
 - Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
 - Describe the fair market value of third party in-kind contributions and how the values were determined.
 - Include an itemized breakdown by task and sub-task consistent with the project timeline.
 - Be consistent with the in-kind local match amount reflected on the grant application cover sheet.
-

Sample
 Third Party In-Kind Valuation Plan

Task	Activity	Title	Name of In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number of Hours	Estimated Value (Cost)
2.1	Community Workshop #1	Donated Workshop Conference Room	CBO	The rental rate is established by CBO. City of Can Do researched the cost for workshop facilitators and determined the average rate.	\$50	4	\$200
		Workshop Volunteer	Joe Smith, CBO		\$43	4	\$170
3.2	Community Workshop #1	Use of Projector and Laptop	CBO	The rental rate is established by CBO. City of Can Do researched the cost for workshop facilitators and determined the average rate.	\$50	4	\$200
		Workshop Volunteer	Joe Smith, CBO		\$43	4	\$170
		Copies and Flyers	CBO	Average Copy Costs	\$0.35	570	\$200
2.3	Community Workshop #3	Workshop Volunteer	Joe Smith, CBO	City of Can Do researched the cost for workshop facilitators and determined the average rate.	\$43	4	\$170
						Total In-kind Match:	\$1,411

How the third party in-kind match will be documented for accounting purposes:
 The third party in-kind provider will submit a statement for donated services rendered to the City of Can Do with the value of the estimated cost for each task.

LOCAL RESOLUTION

(Not Applicable to MPO/RTPAs)

A local resolution is NOT required at the grant application stage; however, it is required upon award, as a condition of grant acceptance.

The local resolution must:

1. State the title of the project.
2. State the job title of the person authorized to enter into a contract with Caltrans on behalf of the applicant.
3. Be no more than a year old or will not be accepted.
4. Be signed by the governing board of the grant applicant.

SAMPLE LOCAL RESOLUTION

**CITY OF CAN DO
RESOLUTION NO. 009-2012**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS
WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION
FOR THE CITY OF CAN DO COMPLETE STREET
PLAN**

1

WHEREAS, the Board of Directors of the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

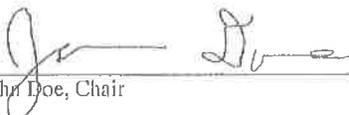
2

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 4th day of August, 2015.

3

4


John Doe, Chair

ATTEST:

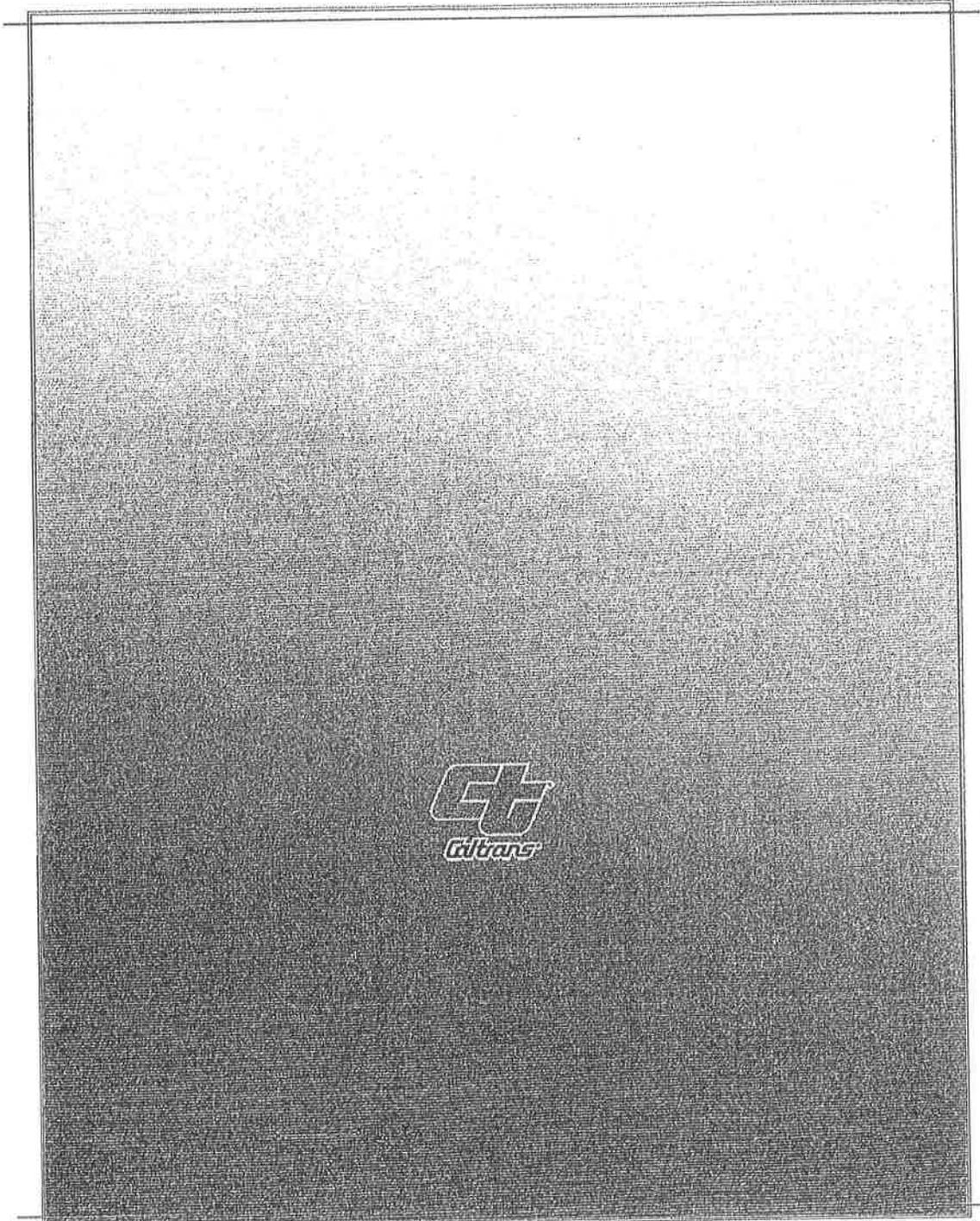

Eileen Wright, Executive Director

**Caltrans Sustainable Transportation Planning Grant
 District Contact List**

DISTRICT	CONTACT	MPO/RTPA
DISTRICT 1 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Mendocino and Lake Counties-- Rex Jackman (707) 445-6412 Email: rex.jackman@dot.ca.gov Del Norte and Humboldt Counties-- Kevin Tucker (707) 441-5770 Email: kevin.tucker@dot.ca.gov	<ul style="list-style-type: none"> • Del Norte LTC • Humboldt CAOG • Lake CCAPC • Mendocino COG
DISTRICT 2 1657 Riverside Drive Redding, CA 96001	Kathy Grah (530) 229-0517 Email: kathy.grah@dot.ca.gov	<ul style="list-style-type: none"> • Lassen CTC • Tehama CTC • Modoc LTC • Trinity CTC • Plumas CTC • Siskiyou CLTC • Shasta RTA
DISTRICT 3 703 B Street Marysville, CA 95901	Beatriz Gonzalez (530) 741-5173 Email: beatriz.gonzalez@dot.ca.gov	<ul style="list-style-type: none"> • Butte CAG • Sierra LTC • Colusa CTC • Glenn CTC • El Dorado CTC • Nevada CTC • Placer CTPA • Sacramento Area COG • Tahoe MPO
DISTRICT 4 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	Sustainable Communities-- Becky Frank (510) 286-5536 Email: becky.frank@dot.ca.gov Blesilda Gebreyesus (510) 286-5575 Email: blesilda.gebreyesus@dot.ca.gov Strategic Partnerships-- Cameron Oakes (510) 622-5758 Email: cameron.oakes@dot.ca.gov	<ul style="list-style-type: none"> • Metropolitan Transportation Commission
DISTRICT 5 50 Higuera Street San Luis Obispo, CA 93401-5415	Melissa Streder (805) 549-3800 Email: mellisa.streder@dot.ca.gov	<ul style="list-style-type: none"> • Monterey TAMC • Santa Cruz CCRTC • San Benito COG • Association of Monterey County Bay Area Governments • Santa Barbara CAG • San Luis Obispo COG

**Caltrans Sustainable Transportation Planning Grant
 District Contact List**

DISTRICT	CONTACT	MPO/RTPA
DISTRICT 6 1352 W. Olive Avenue P.O. Box 12616 Fresno, CA 93778-2616	Paul Marquez (559) 445-5867 Email: paul.marquez@dot.ca.gov Alec Kimmel (559) 488-4325 Email: alec.kimmel@dot.ca.gov	<ul style="list-style-type: none"> • Fresno COG • Tulare CAG • Kern COG • Kings CAG • Madera CTC
DISTRICT 7 100 S. Main Street Los Angeles, CA 90012	Charles Lau (213) 897-0197 Email: charles.lau@dot.ca.gov	<ul style="list-style-type: none"> • Southern California Association of Governments
DISTRICT 8 464 W. 4 th Street Mail Station 722 San Bernardino, CA 92401	Rebecca Forbes (909) 388-7139 Email: rebecca.forbes@dot.ca.gov	<ul style="list-style-type: none"> • Southern California Association of Governments
DISTRICT 9 500 S. Main Street Bishop, CA 93514	Brandon Fitt (760) 872-0724 Email: brandon.fitt@dot.ca.gov	<ul style="list-style-type: none"> • Inyo LTC • Mono LTC • Eastern Kern (COG)
DISTRICT 10 1976 E. Dr. Martin Luther King Boulevard P.O. Box 2048 Stockton, CA 95201	Mountain Counties— Carl Baker (209) 948-7325 Email: carl.baker@dot.ca.gov Merced, San Joaquin, Stanislaus Counties— Tom Dumas (209) 941-1921 Email: tom.dumas@dot.ca.gov	<ul style="list-style-type: none"> • Alpine CTC • Amador CTC • Calaveras COG • Mariposa LTC • Merced CAG • Tuolumne CCAPC • San Joaquin COG • Stanislaus COG
DISTRICT 11 4050 Taylor Street Mail Station 240 San Diego, CA 92110	Mike Kent (619) 688-6822 Email: mike.kent@dot.ca.gov	<ul style="list-style-type: none"> • San Diego Association of Governments • Southern California Association of Governments
DISTRICT 12 3347 Michelson Drive Suite 100 Irvine, CA 92612-0661	Maureen El Harake (949) 724-2086 Email: maureen.el.harake@dot.ca.gov Aileen Kennedy (949) 724-2239 Email: aileen.kennedy@dot.ca.gov	<ul style="list-style-type: none"> • Southern California Association of Governments



CITY OF SUSANVILLE

County of Lassen
State of California



REQUEST FOR PROPOSAL

for

Sustainable Communities Grant

GRANT ADMINISTRATION SERVICES

Project Name: Design Services - Paul Bunyan Connectivity - 2018

Due Date/Time: April 13, 2018, 3:00 PM

Contact: Quincy McCourt, City Project Manager

qmccourt@cityofsusanville.org (530) 252-5110

Delivery Location: 66 North Lassen Street, Susanville, CA 96130

TABLE OF CONTENTS

Introduction	3
Project Description	3
Request for Proposals	4
Scope of Work	5
Submittal of Proposals	7
Method and Criteria for Selection	7
Disputes Relating to Proposal Process	8
Contract Termination/Debarment	8
Insurance Requirements	9
Conflict of Interest	9
Assignment	9
Federal Terms and Conditions	9
Exhibit A: Consulting Services Agreement for Professional Services	16
Exhibit B: Project Map	21
Exhibit C - RGA - CalTrans and The City of Susanville pages 6:15	22

Introduction

The City of Susanville is soliciting proposals to provide professional design and consulting services for preparing planning conceptual designs that are ready for programming to enhance the multi-modal network located within the Northern Section of the City of Susanville. Funding is currently available for this phase of the project and funded with CalTrans State dollars. The plan will include existing conditions, planning conceptual design, and strategies for implementation and funding.

All planning design work will be in conformance with the CalTrans Local Assistance Procedures Manual, the latest draft version of the PROWAG and AADAG or any other adopted standards affecting the placement of ADA complaint facilities along the proposed street segments. **The consultant will draft a connectivity plan developed from community input and recommendations. The report will include the existing conditions report, a summary of transportation improvement needs, a list of prioritized projects, preferred streetscape concepts, public outreach materials, and a funding and implementation strategy guide.**

The final project deliverable from the consultant will be to provide a program ready final plan including planning design services related specifically to developing any needed ADA compliant and relevant facilities adjacent to the local City streets to enhance the multi-modal network that supports California state goals to increase walking and biking rates and decrease GHG emissions.

This Request for Proposal (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information that must be included in the submitted proposals. The City will select one consultant.

The City intends to compare and evaluate all qualifying submittals and select the most qualified candidate based on proposal content, and responsiveness to the City's criteria and goals.

Project Description

The City of Susanville Sustainable Transportation Project was signed into contract in March of 2017 to provide funding to further study existing multi-modal conditions and prepare a program ready design and connectivity plan. The project area is bounded by Tribal housing off of SR 139, Chestnut Street, Spring Ridge Drive, and the Susanville Ranch Park (see map - Appendix B).

This project will be to determine new collectors, bike paths, public transit to enhance vitality and safety along both primarily residential streets with some segments within the areas of uptown Susanville. Most streets act in a local classification with some functioning as collectors. It is expected that existing ramps, where present, be upgraded to current standards and certain portions of street frontage be considered for additional facilities where warranted. The acquisition of right of way is not anticipated nor programmed and relocation of utilities should be avoided as much as feasible.

The consultant will consider alternative solutions to meet current ADA standards in order to avoid the need for acquisition of property, avoiding conflicts with utilities and private improvements. Encroachments into the City right of way will be handled on a case-by-case basis.

The project will serve to improve the ride-ability of streets within the incorporated area of the City within the boundaries of the attached map and minimize excessive maintenance efforts by the City as a result of the poor condition of the streets. Some additional work will include reconstruction of failed structural sections, re-establishing drainage patterns with regard to or re-conforming street profiles, developing

proper road prisms (cross slopes) and updating existing pedestrian facilities (ADA complaint) with upgrades to handicap ramps and sidewalk areas as funding allows.

Please offer up during the RFP any alternative means and methods to accomplish the overall goal of enhancing multi-modal transportation and safety by identifying small deliverables and prioritizing them with respect to available funding.

Request for Proposals

The City of Susanville is seeking a CONSULTANT to provide services to the City for the administration and implementation of the identified projects listed below in the Scope of Work section. The response to the "Request for Proposals" must be made according to the requirements set forth in this RFP. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

CONSULTANT's proposal shall include all oversight, documentation, coordination, consultation, meetings, reviews, etc. as necessary to comply with CalTrans requirements for the design and planning identified above. This shall include, but is not limited to the following:

- A. A brief history and detailed summary of your firm's qualifications and specific experience;
- B. A statement of your firm's policy regarding affirmative action, and indication if your firm is a small business and/or minority or woman owned business.
- C. Experience of firm and individual team members as it pertains to CalTrans grant funded project contract and grant administration and implementation, including CalTrans funding.
- D. List of similar work performed by the firm, including location and type of project. The City may contact past clients for references. Provide the name and telephone number of a reference for each project listed;
 1. A description of the proposed scope of work and methodology.
- E. A proposed schedule;
- F. For each activity (i.e. do not provide a lump sum for all activities), provide a description of proposed costs including:
 1. Provide the hourly rate for each project team member who would be assigned to this project and the estimated number of hours required for each task.
 2. Indicate other expenses that are requested to be reimbursed.
 3. CONSULTANT shall identify any personnel and overhead costs associated with periods of project inactivity or delay.
- G. Organizational chart applicable to this project identifying the project manager, key personnel, and supporting staff. Specific responsibilities of each person should be detailed;
- H. Knowledge of the City of Susanville (list any previous experience with the City);
- I. Acknowledgement that the standard contract for the City of Susanville (see Exhibit A for the sample) is acceptable as presented or as amended (include the proposed amendments).
- J. Consultant must comply with the restrictions of the Restricted Grant Agreement (RGA) between CalTrans and the City of Susanville. Pages 6 through 15 - see Exhibit C.
- K. Please include DBE goal.

Scope of Work

The Scope of Work to be performed by the CONSULTANT shall include the following activities:

- I. Project Objectives
 - A. To identify small deliverables and prioritize them in the plan towards eligible funding
 - B. Recognize safety and connectivity issues for multi-modal transportation users
 - C. Develop conceptual planning design for corridor enhancement in conjunction with the community vision
 - D. Encourage active transportation through community engagement and future plan implementation
- II. Project Framework Potential Plans
 - A. Enhance key corridors and address multi-modal connectivity issues
 - B. Enhance the existing multi-modal path for commute and recreation purposes
 - C. Add and improve bike routes and lanes
 - D. Add sidewalk and improve ADA accessibility
 - E. Close existing gaps in the sidewalk network
 - F. Add and improve crosswalks
 - G. Address parking issues at the Susanville Ranch Park
 - H. Monitor the success of multi-modal facilities
 - I. Signage for Out-Of-Towners
- III. Develop Planning Design Concepts 1.0
 - A. Information provided by The City of Susanville
 1. Existing Conditions
 2. Stakeholder Input
 3. Community Input
 4. Planning Design Sketch
 - B. Provide professional planning design concepts.
 1. With the information provided by The City of Susanville, prepare professional conceptual planning designs ready for presentation. These will be presented at the Community Workshop.
 2. Timeframe: 3 weeks
 3. Meet at the City of Susanville City Hall
 4. Discuss
 5. Prepare planning design
- IV. Community Workshop
 - A. Present design concepts to attendants at City of Susanville City Hall Workshop
 - B. Collect Feedback
- V. Plan Development
 - A. Develop Plan Design Concepts 2.0
 1. Meet at City of Susanville City Hall to discuss
 - a) Ten projects will be selected
 2. Prepare final conceptual planning designs
 - a) One overview graphic incorporating all designs
 - b) One design for each of the ten projects
 - B. Funding and Implementation
 1. Identify and prepare for a successful application process on projects to come
 - C. Draft Plan
 1. Plan should be a professional report in a color binder as well as digital editable fully hyperlinked connecting table of contents to sub sections in a common format.
 - D. Final Plan
 1. Complete a program ready final report.
- VI. Provide Hourly Rates
- VII. Develop Funding Strategies

- A. Review past funding sources
 - B. Identify potential funding sources
 - 1. STIP – State Transportation Improvement Program
 - 2. ATP – Active Transportation Program
 - 3. BTA – Bicycle Transportation Account
 - 4. SR2S – Safe Routes to School
 - 5. BFU – Bicycle Facilities Unit
 - 6. EEM – Environmental Enhancement and Mitigation Program
 - 7. ADA Improvements
 - 8. Others and overlapping opportunities
 - C. Define Implementation Strategies
 - D. Prioritize Projects
- VIII. Draft Connectivity Plan
- A. Existing conditions report
 - B. Summary of transportation improvement needs
 - C. Prioritized projects
 - D. Preferred streetscape concepts
 - E. Public outreach materials
 - F. Funding implementation strategy guide
- IX. Prepare Final Connectivity Plan
- A. Review Plan
 - 1. Circulate for corrections/feedback
 - B. Edit Plan
 - C. Include credit of the financial contribution on cover
 - D. Submit four hard copies to Cal Trans
 - E. Submit four electronic copies to Cal Trans

Submittal of Proposals

Three copies of the Proposals shall be submitted by **Friday, April 13, 2018 at 4:00 p.m.** either in person or by mail to the following address:

City of Susanville
Administrative Services Department
Attn: Quincy McCourt
66 N. Lassen St. Susanville, CA 96130

Late or incomplete proposals will not be considered. The City shall have the sole discretion in determining the completeness of each proposal. This solicitation of proposals is not construed as a contract of any kind. The City is not responsible for any pre-contractual expenses incurred by firms responding to this RFP. All proposals shall become the property of the City and will not be returned. All proposals received may become public records under the laws of the State of California and the public may be given access to them after the formal selection process has been completed.

It is understood and agreed that the Proposer claims no proprietary rights to the ideas and written materials contained in or attached to its proposal. Proposals will be maintained as confidential until recommendation is submitted to the City Council at which time all proposals will be public record.

Proposers warrant and covenant that no official or employee of the City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract of this project.

The successful proposer will have the status of an independent Consultant and will not be either an officer or an employee of the City.

CONSULTANT shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Method and Criteria for Selection

The initial review of all proposals will be to evaluate to ensure they meet the following minimum requirements:

- A. The proposal is complete and is in compliance with the RFP.
- B. Prospective firm agrees to meet, **by inclusion of such statement in submittal letter,** all State and Federal requirements included in this RFP.

Failure to meet these requirements may result in the proposal being rejected. No proposal shall be rejected if it contains minor irregularities, defect, or variation of the irregularity; defect or variation is considered by the City to be immaterial or inconsequential. In such case, the Proposer will be notified of the deficiency in the proposal and given the opportunity to correct. The City may elect to waive the deficiency and accept the proposal as submitted.

The City reserves the right to reject any and all proposals submitted, to request clarification of information submitted, to request additional information from any and/or all applicants, and to waive any irregularity in

the proposal and review as long as City procedures remain consistent with the State Department of Housing and Community Development procurement requirements.

Cost, while an important factor, will not be the sole determining factor. Proposals will be evaluated based on the following criteria:

Evaluation Score Methodology:	Points Available
Quality of staff and Compliance with RFP Instructions	30
Understanding the Need and Type of Work to be completed	20
Thoroughness of the Scope of Work, milestones, schedule, cost analysis, and approach to completing the project	20
Experience & Qualifications Working with Agencies involved	15
Demonstrated ability to perform tasks/projects in a timely and efficient manner & estimated cost proposal.	15
Total	100

The City may elect to interview the most qualified firms as evidenced by the submitted proposals to negotiate final costs/anticipated effort for each milestone. The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by the City in its sole discretion, and may be awarded to other than the lowest proposer. Selected CONSULTANT will be required to submit a final cost proposal for City review and determination of award.

The terms and scope of the contract will be determined based on negotiations between the City and the prospective CONSULTANT. If the City and the prospective CONSULTANT fail to reach a contractual agreement, the City may negotiate with any other qualified firm.

After selection of the CONSULTANT, all applicants will be notified of the City's decision.

Disputes Relating to Proposal Process

In the event a dispute arises concerning the proposal process prior to the award of the contract, protesting bidder is directed to follow the procedures outlined in the "Appeals" section of the City of Susanville's Purchasing Policy.

Contract Termination/Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Consultant and a subConsultant as provided in 29 CFR 5.12.

The RFP/contract may be voided at any time for cause, by giving at least 14 days written notice, due to violations of any terms and/or special conditions of the RFP/contract, upon request of HUD/City, or withdrawal of the expenditure authority.

It is a mutually understood between the parties that this RFP may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the RFP were executed after the determination was made.

The RFP is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal fiscal year. In addition, this RFP is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this RFP.

Insurance Requirements

See Exhibit A, Consulting Services Agreement for Professional Services.

Conflict of Interest

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CalTrans activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CalTrans-assisted activity, or have a financial interest in any contract, subcontract or RFP with respect to a CalTrans-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Assignment

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the City and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain award eligibility.

City Rights

The City may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished, and require additional evidence of qualifications to perform the services described in this RFP. The City also reserves certain rights including, but not limited to, the following:

- A. Reject any or all of the proposals.
- B. Issue subsequent Requests for Proposals.
- C. Cancel or amend the Request for Proposals.
- D. Remedy technical errors in the Request for Proposals process.
- E. Appoint evaluation committees to review qualifications or proposals.
- F. Seek the assistance of outside technical experts in qualification or proposal evaluation.
- G. Approve or disapprove the use of particular subConsultants.
- H. Establish a short list of firms eligible for discussions after review of the RFP.
- I. Negotiate with any, all, or none of the firms.
- J. Solicit best and final offers from all or some of the firms.
- K. Waive informalities and irregularities in the RFP.
- L. Terminate negotiations at any time.
- M. Award without discussion.

Federal Terms and Conditions

During the performance of the contract, the Consultant must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses are encouraged to apply.

HUD ACT of 1968 SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Consultant and its subConsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subConsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subConsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subConsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Consultant will not discriminate against any employee or applicant for employment because of race,

color, religion, sex, or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.

3. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Consultant 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 by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant will include the provisions of paragraphs (1) through (7) 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 No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subConsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subConsultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
8. The Consultant shall file, and shall cause each of his subConsultants to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the Consultant and each subConsultant, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective Consultants or subConsultants may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subConsultants, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Consultant or subConsultant has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising

apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Consultant, the Consultant shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective Consultant or subConsultant shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective Consultant deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subConsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONSULTANTS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CalTrans activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CalTrans-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CalTrans-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE:

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the Consultant, or any subConsultant in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Consultant will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Consultant shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Consultant will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

All work will be in conformance with the CalTrans Local Assistance Procedures Manual, the latest draft version of the PROWAG and AADAG or any other adopted standards affecting the placement of ADA compliant facilities along the proposed street segments.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Consultant shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Consultant shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Consultant shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Consultant and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested sub-bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subConsultant or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subConsultant or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Consultant agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Consultant agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and

Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Consultant further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the CONSULTANT shall release and deliver to the (City/County) all original records and related documentation.

Exhibit A: Consulting Services Agreement for Professional Services

CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

TO PROVIDE GRANT ADMINISTRATION SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This **Consulting Services Agreement** (the "Agreement") is made and entered into as of

Upon the following terms and conditions of this Agreement, the CITY desires to retain CONSULTANT to perform the following:

1. Professional Services.

CONSULTANT will provide on-call staff assistance and grant administration services as authorized and required by the CITY under the terms and conditions of this Agreement as described in the attached "Scope of Services" dated _____ from CONSULTANT (Exhibit B). Such services will commence on the start date and will terminate pursuant to the terms of this Agreement.

2. Invoicing and Payment.

As sole compensation for the performance of the services, the CITY will pay CONSULTANT for the tasks stated in the Scope of Services payable on a net thirty (30) days from invoice. CONSULTANT will invoice the CITY on a monthly basis for the percent of tasks completed in performing the services. The CITY will pay each such invoice no later than thirty (30) days after its receipt. Extra Services and Reimbursable Costs are incorporated into this Agreement as provided in the Scope of Services. CONSULTANT will receive no royalty or other remuneration for the production or distribution of any products developed by the CITY or by CONSULTANT in connection with or based upon the services. CONSULTANT will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by CITY pertaining to any insurance or similar benefits that CITY makes or may make available to CITY's employees.

3. Ownership of Work Product.

CONSULTANT agrees that any and all ideas, designs, drawings, notes, computer programs, algorithms, documents, information, materials, improvements and inventions made, conceived, developed, created or first reduced to practice in the performance of the services under this Agreement shall be the sole and exclusive property of the CITY (the "Work Product").

CONSULTANT further agrees that the CITY is and shall be vested with all right, title and interest in the Work Product (including any patent, copyright, trade secret or trademark rights) under this Agreement. CONSULTANT shall have a perpetual irrevocable license to use and reuse detail elements and design elements incorporated into any Work Product without compensation or payment to CITY.

4. Term

Either party may terminate this Agreement upon 30-day written notice to the other party for any reason or no reason. In the event the CITY terminates this Agreement, CONSULTANT shall cease all work

immediately after receiving notice from the CITY unless otherwise advised by the CITY and shall notify the CITY of all costs incurred up to such termination date.

5. Independent Consultant

CONSULTANT is an independent Consultant and is not an agent or employee of, and has no authority to bind, CITY by contract or otherwise. CONSULTANT will perform the professional services under the general direction of CITY, but CONSULTANT will determine, in CONSULTANT's sole discretion, the manner and means by which such services are accomplished, subject to the requirement that CONSULTANT shall at all times comply with applicable law. CITY has no right or authority to control the manner or means by which such services are accomplished.

6. Warranty.

CONSULTANT warrants that its services hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

7. Indemnification by CONSULTANT.

CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, the CONSULTANT shall provide a defense to the CITY indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

8. Insurance Requirement.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the City Clerk.

- (a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
- (b) Errors and omissions insurance to a minimum coverage of \$1,000,000, with neither CONSULTANT nor listed sub-CONSULTANTS having less than \$1,000,000 individually;
- (c) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with

limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

- (d) Auto Liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than \$1,000,000 per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

All insurance policies shall have a minimum A.M. Best rating of A- VII, unless otherwise approved by the CITY's Risk Manager.

Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

9. Nondisclosure.

CONSULTANT acknowledges that CONSULTANT will acquire information and materials from CITY and knowledge regarding, without limitation, the business, products, finances, future plans, customers, clients, employees, and CONSULTANTS of CITY and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Work Product, are and will be the trade secrets and confidential and proprietary information of CITY (collectively, the "Confidential Information"). Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of CONSULTANT, by operation of law, or that CITY regularly gives to third parties without restriction on use or disclosure. CONSULTANT agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the services, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. CONSULTANT further agrees to take all action necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

10. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws. In the event any cases evolve, said cases shall be heard in Lassen County Court.

11. Notice.

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

(a) City of Susanville: Jared G. Hancock, City Administrator, 66 N. Lassen Street, Susanville, CA 96130

(b) CONSULTANT: _____

12. Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

13. Assignment.

CONSULTANT may not assign CONSULTANT's rights or delegate CONSULTANT's duties under this Agreement without the prior written consent of the CITY. Any attempted assignment or delegation without such consent will be void.

14. Waiver.

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

15. Equitable Remedies.

Because the services are personal and unique and because CONSULTANT will have access to Confidential Information of CITY, CITY will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that CITY may have for a breach of this Agreement.

16. Entire Agreement.

This Agreement, together with its attached exhibits, constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of CONSULTANT's invoices shall be superseded by the terms and conditions of this Agreement.

In Witness Whereof, the parties hereto have executed the **Consulting Services Agreement** for CONSULTANT as of the date set forth in the first paragraph hereof.

CITY OF SUSANVILLE

CONSULTANT

Dan Newton, Interim City Administrator

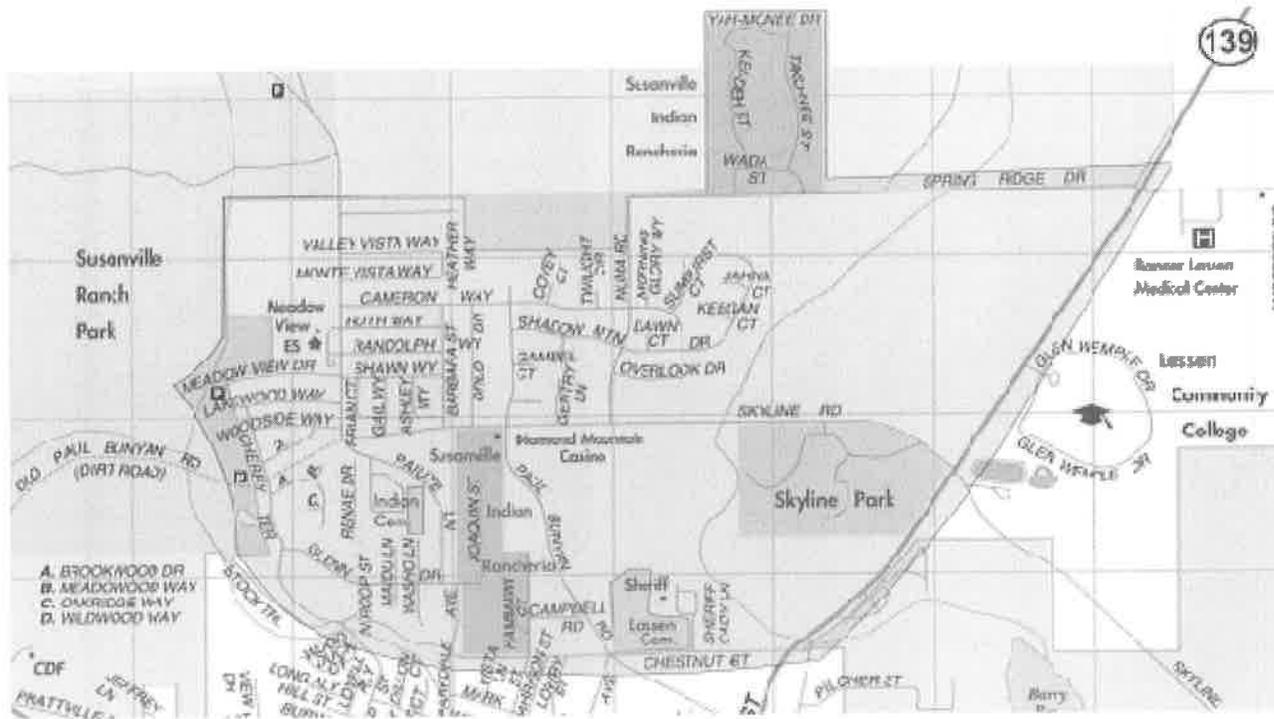
Name, Title

Approved as to Form and Content:

City Attorney

Exhibit B: Project Map

City of Susanville
Area of Paul Bunyan Connectivity Grant Project Influence



15. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.
- b. Local cash and in-kind match requirements can be found in **Attachment III, Grants Application Guide**. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website:
<http://www.dot.ca.gov/hq/tp/offices/orip/Grants/grants.html>

16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>
- e. **AGENCY** agrees and shall require that all of its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety except for section c, above.

17. Americans with Disabilities Act

By signing this RGA, **AGENCY** assures **CALTRANS** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

18. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY**, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless **CALTRANS** and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or subcontractors under this RGA.

19. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, and its Subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- b. AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.
- c. AGENCY shall permit access by representatives of the Department of Fair Employment and Housing and CALTRANS upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CALTRANS shall require to ascertain compliance with this clause.
- d. AGENCY and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the RGA.

20. Retention of Records/Audits

- a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this RGA, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.
- b. For the purpose of determining compliance with applicable State and AGENCY law in connection with the performance of AGENCY's contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY's sub-recipients, contractors, subcontractors, and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and

other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under this RGA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.

- c. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this RGA.
- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- e. Any contract with a consultant or sub-recipient entered into as a result of this Agreement shall contain all the provisions of this article.

21. Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer, who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be the CALTRANS's final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the RGA.

22. Third-Party Contracts

- a. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included (sub-recipient identified) in Attachment II as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures comply with the local AGENCY's laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the AGENCY obtain at least three (3) competitive bids for solicitation of goods, services and

consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 23, Third Party Contracts. The LAPM can be found and the following link:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.

- c. Any subcontract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** sub-recipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III, Item 14e.4, above**.
- f. Any subcontract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III, Item 14c, above**.

23. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- 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 GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.

- 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:
- 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and AGENCY may be ineligible for the award of any future state contracts if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) AGENCY violates the certification by failing to carry out the requirements as noted above.

24. Relationship of Parties

It is expressly understood that this RGA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

25. State-Owned Data

- a. AGENCY agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the CALTRANS Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the AGENCY Information Security Officer, and the AGENCY Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. AGENCY agrees to use the State-owned data only for State purposes under this RGA.
 - c. AGENCY agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

26. Project Close Out/Final Product

- a. AGENCY will provide two (2) copies and two (2) electronic versions of the Final Product(s) to the CALTRANS Contract Manager.
- b. CALTRANS reserves the right to withhold final payment to AGENCY pending receipt of Final Product(s) to the CALTRANS Contract Manager.

27. OWNERSHIP OF PROPRIETARY PROPERTY

- a. **Definitions**
 - 1) **Work:** The work to be directly or indirectly produced by AGENCY under this RGA.
 - 2) **Work Product:** All deliverables created or produced from Work under this Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
 - 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Contractor or jointly with the Contractor's Subcontractor and/or the Contractor's Subcontractor's employee's with one or more employees of the Department of Transportation (herein after referred to as "the Department"),

during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Ownership of work product:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees or by any of the Contractor's Subcontractor's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Contractor's Subcontractor for the Department. The Department shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation.

- 2) **Vesting of copyright rights:** Contractor, its employees or any of Contractor's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Contractor's Subcontractor from the Department. From time to time upon the Department's request, the Contractor's Subcontractor and/or its employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as the Department may request. The Department, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

c. **INVENTIONS**

- 1) **Vesting of patent rights:** The Contractor, its employees and any Contractor's Subcontractor hereby agrees to assign to the Department, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain the Department's property regardless of whether such protection is sought. The Contractor, its employees and Contractor's Subcontractor shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically pointing out features or

concepts that the Contractor, its employees and Contractor's Subcontractor believes to be new or different. The Contractor, its employees and Contractor's Subcontractor shall, upon the Department's request and at the Department's expense, cause patent applications to be filed thereon, through solicitors designated by the Department, and shall sign all such applications over to the Department, its successors, and assigns. The Contractor, its employees and Contractor's Subcontractor shall give the Department and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as the Department may consider necessary or appropriate to carry out the intent on this Agreement.

- 2) **Agency:** In the event that the Department is unable for any reason whatsoever to secure the Contractor's, its employees' and/or Contractor's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees and Contractor's Subcontractor hereby irrevocably designates and appoints the Department and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Contractor, its employees and Contractor's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Contractor, its employees and/or Contractor's Subcontractor. The Department shall have no obligations to file any copyright, trademark or patent applications.

d. **ADDITIONAL PROVISIONS**

- 1) **Avoidance of infringement:** In performing services under this Agreement, Contractor and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor or its employees shall immediately notify the Department in writing.
- 2) **Pre-existing works and license:** Contractor acknowledges that all Work Product shall be the sole and exclusive property of the Department, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify the Department in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to the Department a non-exclusive, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.
- 3) **Subcontractors:** Contractor shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this

Exhibit. Contractor's Subcontractor shall then provide the signed contract to the Contractor, who shall provide it to the Department's Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor in writing. Contractor will then immediately notify the Department in writing.

e. OWNERSHIP OF DATA

- 1) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in **CALTRANS** and no further agreement will be necessary to transfer ownership to **CALTRANS**. The Consultant shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- 4) Any sub-agreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

Reviewed by: D Interim City Administrator
 _____ City Attorney
 _____ Acting Public Works Director

_____ Motion only
 _____ Public Hearing
 Resolution
 _____ Ordinance
 _____ Information

Submitted by: Daniel Gibbs, Acting Public Works Director

Action Date: May 16, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 18-5516** Authorizing the Mayor to execute an Agreement for Professional Services for Material Testing with Pavement Engineering Inc. (PEI), for a cost Not To Exceed \$ 40,000.

PRESENTED BY: Daniel Gibbs, Acting Public Works Director

SUMMARY: On April 4, 2018 City Council awarded the 2012 Susanville STIP Projects 'FC, Project No. 17-01 to Dig-It Construction, Inc. The City requires assistance with material testing and related technical services as part of the project construction management duties and quality control program.

Staff prepared a Request For Quotes (RFQ) and advertised and approached numerous firms and building exchange services throughout California and Nevada. Labs are required to be Caltrans certified and must be able to perform all of the necessary testing of materials associated with the City's overlay projects while meeting both State and Federal standards. Two quotes were received with the summary of the results from the firms listed below:

<u>Company</u>	<u>Not To Exceed Fee</u>
ACS Material Testing, Redding CA	\$ 17,205
Pavement Engineering Inc., Redding CA	\$ 40,000

The proposals were reviewed within the Public Works Department and evaluated for experience, availability and reasonable costs. A review, based on the published selection criteria and response, was performed finding PEI's proposal the most appropriate for the services requested. PEI has been deemed qualified to complete the work, has extensive experience with Caltrans project, the proper experience, presents good references and is ready to commence with work immediately after execution of the contract.

While the ACS bid was considerably lower, the work required in the RFP demands services well in excess of those proposed by ACS. Contact was made with ACS and it was determined that their bid be withdrawn given the limited scope of services presented. Caltrans guidelines mandate that firms of this type and for consulting work such as this work be awarded contracts based on their qualifications and not the lowest bidder.

Thus, the PEI proposed Not To Exceed (NTE) amount of \$40,000 was considered more appropriate and suitable given the needs of the project. Work desired will be based on a need for individual services and thus be authorized and controlled on a task ordered basis with time and materials expenses as the method in determining costs in each phase of the project.

Staff is recommending that the agreement be signed with a cost not to exceed \$40,000 to cover the costs for testing aggregate, pavement design, pavement material and provide technical support of City staff in the field during operations on the roads that are part of the STIP overlay project.

FISCAL IMPACT: Funding for this project comes from the State Transportation Improvement Program (STIP). No local funds will be used for this project. In-house costs for construction engineering and inspection will be reimbursed by the project. Council approved the construction engineering component of the project previously at the time of project award. The cost proposal submitted covers material testing for Project No. 17-01, 'FC'.

ACTION REQUESTED: Adopt Resolution 18-5516 authorizing the Interim City Administrator to sign an Agreement for Professional Services For Material Testing Services with Pavement Engineering Inc., for an amount Not To Exceed \$40,000.

ATTACHMENTS: Resolution No. 18-5516
Professional Services Agreement with PAVEMENT ENGINEERING INC.
Proposal and Project Cost Summary - PAVEMENT ENGINEERING INC.

RESOLUTION NUMBER 18-5516
A RESOLUTION OF THE COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH
PAVEMENT ENGINEERING INC. FOR MATERIAL TESTING AND RELATED
SERVICES FOR THE STIP PROJECT 'FC' - PROJECT NO. 17-01

WHEREAS, the City of Susanville has been allocated funding, in the amount of \$1,846,000y through the State Transportation Improvement Program (STIP) to complete the paving of certain streets within the City of Susanville; and

WHEREAS, the technical nature of portions of the work required for the testing of materials relative to the proper supply and quality of construction materials to facilitate required installation of said materials, is outside of the expertise of City staff; and

WHEREAS, the City has followed the appropriate procurement procedures identified in the Caltrans Local Assistance Procedures Manual (LAPM) to solicit and evaluate proposals submitted from consultants where valued at less \$150,000; and

WHEREAS, the allocated funding, in the amount of \$1,846,000 from said project is sufficient to compensate Pavement Engineering in addition to the construction contract presently in place and available to retain a professional firm to provide material testing and quality control services; and

WHEREAS, two proposals have been received and Pavement Engineering Inc. was determined to be the most appropriate and reasonable for the services required; and

WHEREAS, Pavement Engineering Inc. has been deemed qualified and competent to perform the work with a proposed price not to exceed in the amount of \$40,000;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Susanville authorizes the Mayor to execute an Agreement with Pavement Engineering Inc. for material testing and quality control services for Pavement Engineering Inc. of Redding, California in the not to exceed amount of \$40,000 as part of the construction phase of the STIP Project 'FC' pavement overlay known as Project 17-01 on various streets within the City of Susanville.

APPROVED: _____
Kathie Garnier Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing resolution 18-5516 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of May, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

ATTEST:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

CITY OF SUSANVILLE

CONSULTANT AGREEMENT WITH:

**PAVEMENT ENGINEERING, INC.
IN REDDING CALIFORNIA**

FOR THE:

**STIP REHABILITATION 'FC'
PAVEMENT OVERLAY AND ADA FACILITIES
PROJECT NO. 17-01**



ADMINISTRATING AGENT:

**CITY OF SUSANVILLE
66 NORTH LASSEN STREET
SUSANVILLE, CA 96130**

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
Article I	Introduction.....	1
Article II	Statement of Work.....	2
Article III	Consultant's Reports or Meetings.....	3
Article IV	Performance Period.....	3
Article V	Allowable Costs and Payments.....	3
Article VI	Termination.....	4
Article VII	Funding Requirements.....	4
Article VIII	Change in Terms.....	4
Article IX	Disadvantaged Business Enterprises (DBE) Participation.....	4
Article X	Cost Principles and Administrative Requirements.....	4
Article XI	Contingent Fee.....	5
Article XII	Retention of Records/Audit.....	5
Article XIII	Disputes.....	5
Article XIV	Audit Review Procedures.....	5
Article XV	Subcontracting.....	5
Article XVI	Equipment Purchase.....	6
Article XVII	Inspection of Work.....	6
Article XVIII	Safety.....	6
Article XIX	Insurance.....	6
Article XX	Ownership of Data.....	7
Article XXI	Claims Filed by LOCAL AGENCY'S Construction Contractor.....	7
Article XXII	Confidentiality of Data.....	8
Article XXIII	National Labor Relations Board Certification.....	8
Article XXIV	Evaluation of Consultant.....	8
Article XXV	Statement of Compliance.....	8
Article XXVI	Debarment and Suspension Certification.....	9
Article XXVII	State Prevailing Wage Rates.....	9
Article XXVIII	Conflict of Interest.....	9
Article XXIX	Rebates, Kickbacks or other Unlawful Consideration.....	9
Article XXX	Prohibition of Expending State or Federal Funds for Lobbying.....	9
Article XXXI	Notification.....	10
Article XXXII	Contract.....	10
Article XXXIII	Signatures.....	10

ARTICLE I - INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

PAVEMENT ENGINEERING INC.

The Project Manager for the "CONSULTANT" will be:
WILLIAM J. LONG, SENIOR PRINCIPAL ENGINEER

The name of the "LOCAL AGENCY" is as follows:

CITY OF SUSANVILLE, Public Works Department

The Contract Administrator for LOCAL AGENCY will be:
DANIEL GIBBS, CITY ENGINEER.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the original CONSULTANT's Cost Proposal submitted on September 12, 2016 and approved. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - STATEMENT OF WORK

A. Consultant Services

CONSULTANT to provide on-site materials testing and associated quality control services for the STIP funded pavement overlay and ADA facilities project at various locations within the City of Susanville identified as Project Nos. 16-01 'SC2' and 16-02 'SC3' at the costs provided in the Cost Proposal (Attachment I). The field sampling, observations, inspection, field and laboratory testing and any other related activities for providing material testing of asphalt, base rock, native soils and other related material for the purpose of maintaining adequate quality control in conformance with relevant State and accepted industry standards during the course of construction as outlined in the Request for Quotes (RFQ) and project specifications (Attachment II).

CONSULTANT will also be required to provide preliminary engineering work to determine quantities for the project completion. CONSULTANT will be responsible for communicating and coordinating with all affected regulatory agencies, as applicable, in order to facilitate completion as dictated during the preparation of the work.

The CONSULTANT shall complete all tasks and deliverables addressed in the RFQ (Attachment II) and the Scope of Work provided by consultant (Attachment III). The CONSULTANT shall work diligently to adhere to project schedule (Attachment IV).

LOCATION

The services shall be provided at various locations within the City of Susanville. The CONSULTANT shall report to the City Engineer or his designee:

Daniel Gibbs, P.E.
Department of Public Works
720 South Street
Susanville, CA 96130
Phone: (530) 257-1050
Facsimile: (530) 257-1057
dgibbs@cityofsusanville.org

COORDINATION

The CONSULTANT shall coordinate with the City Engineer, Project Resident Engineer, other City personnel and Contractor as directed or considered a requirement of the work by the City. CONSULTANT shall report to the City Engineer or his designee. The CONSULTANT'S personnel shall work necessary hours to accommodate the project construction schedule.

B. Local Agency Obligations

LOCAL AGENCY is responsible for performing all work necessary for identifying the location, size, material, contents, etc. of underground and overhead utilities present within the project limits and providing said information to the CONSULTANT. In the event that utility conflicts are unavoidable, LOCAL AGENCY shall perform all work necessary to coordinate utility relocations including but not limited to positive location identification, utility conflict mapping, etc. CONSULTANT shall not be liable for delays to the project schedule associated with LOCAL AGENCY delays in providing said information to the CONSULTANT. CONSULTANT shall not be held liable for problems arising due to faulty, incorrect, or missing utility information during construction activities.

LOCAL AGENCY is responsible for preparation of the Right-of-Way certification in conformance with the Caltrans Local Agency Procedures Manual. CONSULTANT shall not be held liable for delays to the project schedule associated with LOCAL AGENCY delays in the preparation of the Right-of-Way certification.

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

C. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

D. Documentation

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

ARTICLE III - CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV - PERFORMANCE PERIOD

- A. This contract shall go into effect on September 22, 2016, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on or December 30, 2016, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V - ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on the schedule of costs indicated in CONSULTANT'S COST PROPOSAL (Attachment I). The CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In the event, that the LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs, upon approval by the LOCAL AGENCY of CONSULTANT's invoice. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, but no more than 30 days, after receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Daniel Gibbs, P.E. City Engineer
City of Susanville, Department of Public Works
720 South Street, Susanville, CA 96130
Phone: (530) 257-1050, Facsimile: (530) 257-1057
dgibbs@cityofsusanville.org

- H. The total amount payable by LOCAL AGENCY shall not exceed \$40,000.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI - TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated will be determined by the amount of work completed prior to the termination date.

ARTICLE VII - FUNDING REQUIREMENTS

Not Applicable

ARTICLE VIII - CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE IX - DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

The RFQ did not establish a DBE goal for services. CONSULTANT, where applicable, should make a good faith effort to meet the intent of an established goals regionally by using a DBE sub-consultant where applicable or as indicated in CONSULTANT'S Cost Proposal (Attachment I). If DBE sub-consultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f). Where the scope of work is revised by LOCAL AGENCY such that the goal cannot be met, CONSULTANT shall not be held liable nor be required to pursue alternative DBE work in order to maintain the established goal.

ARTICLE X - COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability and accountability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI - CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling 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 employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII - RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII - DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Administrator, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XIV - AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Manager.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Manager of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE XV - SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVI - EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds for participating equipment with a fair market value greater than \$5,000 credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVII - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XVIII - SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIX - INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance presently in effect for CONSULTANT stating limits of insurance no less than:
 1. General Comprehensive Liability: one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: one million dollars (\$1,000,000) per accident for bodily injury and property damage
 3. Employer's Liability: one million dollars (\$1,000,000) per accident for bodily injury or disease
 4. Errors and Omissions Liability: one million dollars (1,000,000) per occurrence
- B. The Certificate of Insurance will provide:
 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ARTICLE XX - OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXI - CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII - CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIII - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIV - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXV - STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXVI - DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or

manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVII - STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXVIII - CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXIX - REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXXI - NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT (Project Manager):

Pavement Engineering Inc.
William J. Long, Senior Principal Engineer
20260 Skypark Drive
Redding, CA 96002
(530) 224-4535
bill@pavementengineering.com

LOCAL AGENCY (Contract Administrator):

City of Susanville
Daniel Gibbs, City Engineer
720 South Street
Susanville, CA 96130
(530) 257-1041
dgibbs@cityofsusanville.org

ARTICLE XXXII - CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIII SIGNATURES

Consultant, Pavement Engineering Inc.

City of Susanville

William J. Long, Senior Principal Engineer

Dan Newton, Interim City Administrator

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

DATE: _____

PAVEMENT ENGINEERING INC.

Proposal for Qualified Consultants to Provide Professional Materials Testing & Qualified Control Inspection Support Services for:

City of Susanville 2012 STIP Pavement Rehab 'FC'
Federal Project No. RSPTPL 02-5116-016
State Project ID 02-1400-0125 / City Project No. 17-01



Susanville

April 2018

 **Pavement Engineering Inc.**
You can ride on our reputation



April 21, 2018

MP18-188

Daniel Gibbs
City of Susanville Public Works
720 South Street
Susanville, CA 96130

Subject: City of Susanville 2012 STIP Pavement Rehab 'FC' Federal Project No. RSPTPL
02-5116-016 State Project ID 02-1400-0125 / City Project No. 17-01

Dear Daniel:

In accordance with your request, we are pleased to submit our proposal for providing materials testing and qualified control inspection support services for the subjected site.

Our Laboratory is Caltrans certified and we participate in an Independent Assurance Testing Program. As your consultant PEI's Laboratory Services include being responsible for providing comprehensive laboratory analysis tests and inspection of treated and untreated bases and basement soils.

Our scope of work will include conducting relative compaction tests of HMA, untreated bases and basement soils, by use of nuclear gauge and asphalt concrete testing pursuant to Section 39 of 2015 California Standard Specifications utilizing the required latest testing frequency table and Chapter 6- Sampling and Testing of the 2017 Caltrans Construction Manual and PEI will comply with all applicable requirements of the Caltrans Local Assistance Procedures Manual (LAPM) and FHWA for testing, field methodologies, reporting, record keeping and certification.

Our Professional Engineer is QSD & QSP certified and will be in responsible charge of all engineering activities.

Per the contractor, the anticipated construction duration is (60) working days we anticipate the total cost for the subjected project not to exceed \$40,000. Please see attached fee schedule, for further details regarding cost analysis

If you have any questions, please do not hesitate to give me a call at (530) 224-4535.

Very truly yours,
PAVEMENT ENGINEERING, INC.



William J. Long, P.E.
Senior Principal Engineer

Attachments: PEI's Overview & Qualifications
PEI's Organizational Chart
Statement of Qualifications
Relevant Experience
Proposal Conditions
Fee Schedule (See Sealed Envelope)

PEI'S OVERVIEW & QUALIFICATIONS

Organizational structure

Pavement Engineering Inc. (PEI) is a civil engineering firm, incorporated in California in 1987, that specializes in pavement rehabilitation services. PEI has five offices that serve public and private entities throughout California – in Redding, Sacramento, Santa Clarita, San Luis Obispo and Concord. The work will be performed chiefly by staff in the Redding office; however, staff from all three of our offices collaborate as needed to achieve superior results for our clients with the cost-effectiveness, efficiency, quality and reliability expected in today's competitive and budget-conscious environment.

Background and qualifications

From its beginning, PEI has grown to include a highly experienced and qualified staff of professional engineers, engineering technicians, inspectors, laboratory technicians and support personnel. During any given year, PEI inspects, tests, designs and manages millions of square feet of pavement throughout California.

Our knowledge comes from a strong background in civil and construction engineering and materials testing, and we use this knowledge to provide the most cost-efficient pavement maintenance and rehabilitation recommendations.

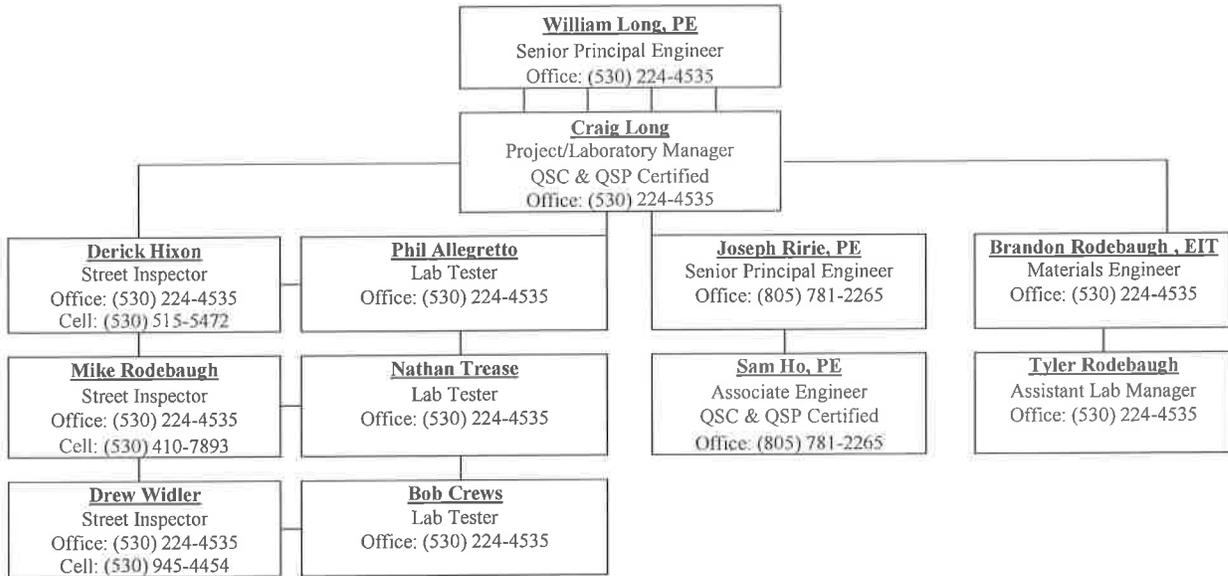
Our experience comes from over 30 years of providing successful pavement maintenance and rehabilitation strategies, including slurry seals, cape seals, thin maintenance overlays, overlays with conventional and rubberized asphaltic concrete materials, pulverization/overlay and street reconstruction. In addition to providing pavement maintenance and rehabilitation strategies, PEI designs for ADA ramps, parking stalls, and ADA pathway of travel.

PEI has developed strategies that are unique in the industry. We not only manage the physical aspects of projects from inception to completion, we provide clients with information to make cost-effective decisions and the feedback to confirm the quality, consistency and efficiency of those decisions. All elements such as scope, costs, condition ratings, testing and analysis, design and implementation are peer reviewed to ensure that what we do reflects our clients' needs in cost-conscious ways.

Public agency experience

PEI has extensive experience working with cities, counties, school districts and other public agencies throughout California. Government agencies, in particular, require careful planning at all management levels. Because public works agencies are responsible for maintaining its assets, they are charged with maximizing services while minimizing costs and always ensuring a quality long-lasting project is delivered. They want to know how much pavements will cost to maintain. They need to optimize performance and cost. They want alternatives. They want seasoned professionals to assist them in making difficult choices. To that end, PEI manages all projects "hands on" through every step of the process. We take our client's pavement needs personally. Their responsibilities become our concern, so we treat every pavement dollar as our own. PEI works closely with each agency to make sure its project team is informed and confident that projects are managed prudently and honestly with an eye for detail and unsurpassed professionalism.

Pavement Engineering Inc. Organizational Chart & Resumes



William J. Long, P.E.
CEO & Senior Principal Engineer



Pavement Engineering Inc.
20260 Skypark Drive
Redding, CA 96002
530.224.4535
BillL@pavementengineering.com

Summary Bill has 30+ years of engineering and construction experience in asphalt concrete pavements and associated paving materials. He focuses on the engineering, construction and inspection of pavements, including numerous deflection studies and failure analyses, overlay and alternate rehabilitation designs. He is an expert in long-life pavements, CIR, warm mix asphalt, cold foam and epoxy asphalt.

Bill also has extensive experience assisting contractors in obtaining quality asphalt concrete pavements by performing thousands of quality control tests each year using Caltrans, ASTM and AASHTO standards.

Bill is the Redding Office Branch Manager in charge of the engineering and construction activities of asphalt concrete pavement projects. He is responsible for quality control/quality assurance of the firm's deflection testing and also manages PEI's Caltrans testing and inspection work, including overseeing laboratory testing. Bill has worked on pavement projects for more than 100 public agencies throughout California.

Education Bachelor of Science in Civil Engineering
California State University, Chico – Chico, CA

Professional Registration California Civil Engineering 47552

Professional Experience

1987- present **CEO and Sr. Principal Engineer, Pavement Engineering Inc.**

Bill is the manager of PEI's Redding Office and oversees the engineering and construction activities of asphalt concrete pavement projects. He is responsible for QA/QC of PEI's deflection testing and manages PEI's Caltrans testing and inspection work, including overseeing laboratory testing.

Current QC/QA Experience & Testing Qualifications

Caltrans No. 04-4A0104 - Route 80 Vacaville
Caltrans No. 03-1A4644 - Routes 99/113 Tudor
Caltrans No. 04-0120F4 - SFOBB SAS Bridge
Caltrans No. 04-0A1854 - Route 101 Petaluma
Caltrans No. 10-0A8724 - Routes 219/108
Caltrans No. 02-347604 - Route 5 Anderson
Caltrans No. 04-1A3204 - Route 580 Richmond
Caltrans No. 02-4E9504 - Route 44 Palo Cedro
Caltrans No. 03-2F35U4 - Route 20 Nevada Co
Caltrans No. 03-406604 - Route 99 Sutter Co
Caltrans No. 04-3A23U4 - Route 101 Windsor
Route 4 in Antioch

Caltrans No. 04-3E4304 - Route 680 Walnut Creek
Caltrans No. 02-4F1704 - Route 3 Peanut
Caltrans No. 02-4F1504 - Routes 3/97 Siskiyou Co
Caltrans No. 02-4C9604 - Route 3 Hayfork
Caltrans No. 04-3A7764 - Rte 80 Carquinez Bridge
Caltrans No. 04-4G3904 - Route 80 Hercules
Caltrans No. 04-153504 - Rte 80 Vallejo/Fairfield / Vacaville
Caltrans No. 05-1A4304 - Route 1 Marin Co
Caltrans No. 03-4M1604 - Route 32 Chico
Caltrans No. 05-1A7104 - Route 17 Scotts Valley
Caltrans No. 04-3E2904 - Route 82 Sunnyvale / Mountain View
Yolo County WO No. 4521 - County Road 98

Craig Long
Laboratory Operations Manager



Pavement Engineering Inc.
 20260 Skypark Drive
 Redding, CA 96002
 530.224.4535
 CraigL@pavementengineering.com

Summary Craig oversees all PEI's materials laboratories and works with new and existing clients to develop precise QA/QC protocols that ensure a superior, uniform paving product. He inspects laboratory equipment to guarantee calibration and operating conditions, schedules technicians and inspectors for laboratory assignments, reviews test results and inspection reports for accuracy or deficiencies and provides professional development and training for staff. Craig also develops Superpave, HVEEM and Marshall mix designs for Caltrans, public agencies and FHWA projects.

Education Bachelor of Science in Economics
 California Polytechnic State University – San Luis Obispo, CA

Certificates Nuclear gauge operator training and radiation
 Caltrans QC/QA certified

Professional Experience

2007 - present **Laboratory Operations Manager, Pavement Engineering Inc.**

Craig oversees all three PEI testing labs and ensures the quality of QC/QA projects for PEI's clients. He supervises lab personnel, reviews test results and inspection reports and helps develop that latest mix designs for State and federal applications.

Recent QC/QA Experience & Testing Qualifications

Caltrans No. 04-4A0104 - Route 80 Vacaville	Caltrans No. 03-2F35U4 - Route 20 Nevada Co			
Caltrans No. 03-1A4644 - Routes 99/113 Tudor	Caltrans No. 03-406604 - Route 99 Sutter Co			
Caltrans No. 04-0120F4 - SFOBB SAS Bridge	Caltrans No. 04-3A23U4 - Route 101 Windsor			
Caltrans No. 04-0A1854 - Route 101 Petaluma	Caltrans No. 02-3E4304 - Route 299 Shasta Co			
Caltrans No. 10-0A8724 - Routes 219/108	Caltrans No. 04-264074 - Route 101 Novato			
Caltrans No. 04-153204 - Route 680 San Jose	Caltrans No. 04-3E4304 - Route 680 Walnut Creek			
Caltrans No. 02-347604 - Route 5 Anderson	Caltrans No. 02-4F1704 - Route 3 Peanut			
Caltrans No. 04-4S0304 - Route 128 Lake Hennessey	Caltrans No. 02-4F1504 - Routes 3/97 Siskiyou Co			
Caltrans No. 04-1A3204 - Route 580 Richmond	Caltrans No. 02-4C9604 - Route 3 Hayfork			
Caltrans No. 02-4E9504 - Route 44 Palo Cedro	Caltrans No. 04-4G3904 - Route 80 Hercules			
Caltrans No. 04-0120T4 - Route 80 Yerba Buena Tunnel	Caltrans No. 04-153504 - Route 80 Vallejo/Fairfield/Vacaville			
CTM 105	CTM-207	CTM 307	LP1	T 275
CTM 106	CTM-211	CTM 308	LP2	T 283
CTM 125AGG	CTM-216	CTM 309	LP3	T 304
CTM 125AC	CTM 217	CTM 366	LP4	T 209
CTM 125GEN	CTM 226	CTM 367	LP5	T 269
CTM 201	CTM 227	CTM 368	LP6	T 304
CTM 202	CTM 229	CTM 370	LP7	T 308
CTM 204	CTM 234	CTM 371	LP9	T 312
CTM-205	CTM 235	CTM 379	ASTM 4791	T 324
CTM-206	CTM 301	CTM 382	T 96	T 329
	CTM 304	CTM 384	T 176	T 335

RECENT SIMILAR EXPERIENCE AND REFERENCES

City of Concord

Client Contact Mario Camorongan, CIP Manager,
Capital Projects
925-671-3021
mcamoron@ci.concord.ca.us

Project Name 2013-2014 Slurry Seal Project

Date 2013-2014

Construction Estimate \$1.2 Million

PEI Fees \$44,705



The project scope included preparing plans, specs and estimate for pavement rehabilitation project on various streets and a city-owned parking lot. Maintenance and rehabilitation treatments included chip seal, slurry seal, mill & replace pavement (varying depths), remove & replace pavement (varying depths). Project also included improvements to accessible parking and path of travel at the city parking lot located at 1955 Gasoline Alley.

All parts of the project were performed in house by PEI staff. Scope of services included pavement evaluation and design, field measuring quantities, preparation of plans, specifications, estimates, and bidding documents.

PEI staff involved in the project included Joe Ririe as the senior principal engineer and point of contact; Bill Long overseeing laboratory testing and pavement analysis; Paul Curren providing peer review; and Mike Wasden providing support to project manager with regards to accessibility improvements for the parking lot work.

RECENT SIMILAR EXPERIENCE AND REFERENCES

City of Larkspur

Client Contact	Mary Grace Houlihan Public Works Director 415-927-5017 mghoulihan@cityoflarkspur.org
Project Name	2013-14 Pavement Maintenance Project
Date	2013
Construction Estimate	\$869,250
PEI Fees	\$74,275



Project scope included preparing plans, specs and estimate for a pavement rehabilitation project on Larkspur Landing Circle, a collector roadway adjacent to the Larkspur Landing Shopping Center and adjoining business district. Pavement rehabilitation treatment consisted of 1/2" leveling course, fabric and a 2-1/2" rubberized asphalt overlay. Portions of the roadway that received heavy bus traffic had full depth removal/replacement of pavement prior to the overlay to restore the pavement section.

The project included redesign of 21 out-dated curb ramps adjacent to the roadway. The curb ramp design at each corner required a customized design as existing conditions provided significant obstacles which prohibited standard curb ramp installation. PEI prepared custom plans and details and assisted the inspector and contractor's foreman during construction to ensure that curb ramp construction met public accessibility standards.

All parts of the design project were performed in house by PEI staff. Scope of services included pavement evaluation (deflection testing, coring, R-values), pavement overlay design, field measuring quantities, evaluation and design of accessible facilities (curb ramps & cross-walks), preparation of plans, specifications, estimates, and bidding documents. PEI's scope was later expanded to include construction management, inspection and testing.

PEI staff involved in the project included Joe Ririe as the senior principal engineer and point of contact; Bill Long overseeing laboratory testing and pavement analysis; and Mike Wasden performing peer review on the construction drawing set as well as all accessible design, including troubleshooting in the field during construction.

RECENT SIMILAR EXPERIENCE AND REFERENCES

City of Oakley

Client Jason Kabalin
Contact Asst. City Engineer
925-625-7040
kabaln@ci.oakley.ca.us



Project Name 2012-13 Pavement Rehab. /
Slurry Seal Project

Date 2012-2013

Construction
Estimate \$661,200

PEI Fees \$66,137

Project scope included preparing plans, specs and estimate for a pavement maintenance project for residential streets in two neighborhoods of Oakley, CA. Pavement maintenance treatments include slurry seal and thin maintenance overlay (TMO).

All parts of the design project were performed in house by PEI staff. Scope of services included pavement evaluation (deflection testing, coring, R-values), pavement overlay design, field measuring quantities, preparation of plans, specifications, estimates, and bidding documents. Project scope included limited support during construction as well.

PEI staff involved in the project included Joe Ririe as the senior principal engineer and point of contact; Paul Curren providing peer review and input regarding the TMO; Bill Long overseeing laboratory testing and pavement analysis; and Mike Wasden performing design coordination services.

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Lump Sum or Unit Price Proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing liability insurance with limits up to \$2,000,000.
5. One copy of an Engineering Report or Plans and Specifications will be provided to the Owner of a project. Additional copies are \$35 each.
6. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



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2017 Laboratory Fee Schedule

Aggregate Testing for HMA, Soils, and Concrete	ASTM	AASHTO	CTM	Standard
Sieve Analysis: Coarse and Fine with wash	C 136	T 27	202	\$130
Sieve Analysis: Coarse Only	C 136	T 27	202	\$65
Sieve Analysis: Fine Only	C 136	T 27	202	\$85
Sieve Analysis: Ignition Extraction Sample			202-A	\$130
Sieve Analysis: Solvent Extraction Sample	D 5444		202-A	\$130
Sand Equivalent	D 2419	T 176	217	\$115
Durability: Coarse Aggregate	D 3744	T 210	229	\$225
Durability: Fine Aggregate	D 3744	T 210	229	\$165
Cleanness Value			227	\$180
Specific Gravity: Fine Aggregate	C 128	T 84	207	\$250
Specific Gravity: Coarse Aggregate	C 127	T 85	206	\$125
Specific Gravity: Apparent			208	\$115
Crushed Particles: Coarse Aggregate (One and Two Face)	D 5821	T 335	205	\$145
Crushed Particles: Fine Aggregate (One Face only)			205	\$90
Flat and Elongated Particles	D 4791		235	\$175
Aggregate Moisture Content	C 566	T 255	226	\$50
Clay Lumps & Friable Particles	C 142			\$100
Lightweight Pieces	C 123			\$100
Fine Aggregate Angularity (FAA) * May require Fine Specific Gravity	C 1252	T 304	234	\$170
Organic Impurities	C 40			\$100
Abraision Resistance LA Rattler	C 131 / 535	T 96	211	\$195
Resistance Value (R-value)	D 2844		301	\$275
Sodium Sulfate Soundness	C 88		214	\$450
Centrifuge Kerosene Equivelant: Coarse			303	\$100
Centrifuge Kerosene Equivelant: Fine			303	\$100



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2017 Laboratory Fee Schedule

Soils	ASTM	AASHTO	CTM	Standard
Treated Soils Mix Design: Proctor/216 (Price per test Section)	D 1557/SP		216/SP	\$2,000
Plasticity Index *Includes Liquid and Plastic Limit	4318 2487	T 89 / 90	204	\$300
Liquid Limit (Atterberg Limits)	D 4318	T 89		\$200
Plastic Limit (Atterberg Limits)	D 4318	T 90		\$100
Moisture Density: Standard Proctor	D 698	T 99		\$240
Moisture Density: Modified Proctor	D 1557	T 180		\$240
Relative Compaction (California Density Tube)			216	\$220
Resistance Value (R-Value)	D 2844	T 190	301	\$285
Resistance Value (R-Value) Treated Soil or Base	D 2844	T 190	301	\$300
Sand Equivalent	D 2419	T 176	217	\$115

Concrete	ASTM	AASHTO	CTM	Standard
6" x 12" or 4" x 8" Cylinder: Compression Strength (Per Cylinder)		C 39	521	25
6" x 6" x 18" Flexural Beam		C 78 / 293	523	70
6" x 6" x 30" Flexural Beam			523	85
Concrete Trail Batch (Slump Test, Unit Weight, Air, and 6 Cylinders)		Various	Various	800

Concrete Cylinder Casting, Air Meter, Slump Test, Kelly Ball, and Unit Weight billed under daily field rates.



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2017 Laboratory Fee Schedule

Hot Mix Asphalt - Hveem Method	ASTM	AASHTO	CTM	Standard
HMA Mix Tests - Complete Set with Air Voids		set	Set	\$450
HMA Mix Tests - Bulk Specific Gravity Only	1561/2726	T 247/166	304, 308	\$250
HMA Mix Tests - Stability Only	1561/1560	T 247/246	304, 366	\$225
Maximum Specific Gravity			309	\$125
Asphalt Content			382	\$165
Asphalt Content Oven Correction			382	\$400
Tensile Strength Ratio (TSR) - Plant Produced			371	\$900
Tensile Strength Ratio (TSR) - Laboratory Produced			371	\$1,150

Hot Mix Asphalt - Marshall Method	ASTM	AASHTO	CTM	Standard
HMA Mix Tests - Complete Set with Air Voids	set	set		\$500
HMA Mix Tests - Flow and Stability Only	D 1559	T 245		\$375
HMA Mix Tests - Bulk Specific Gravity Only	D 1559	T 245/T269		\$275
Maximum Specific Gravity		T 209		\$125
Asphalt Content		T 308		\$165
Asphalt Content Oven Correction		T 308		\$400
Tensile Strength Ratio (TSR) - Plant Produced		T283		\$900
Tensile Strength Ratio (TSR) - Laboratory Produced		T283		\$1,150

Hot Mix Asphalt - Gyatory Method	ASTM	AASHTO	CTM	Standard
HMA Mix Tests - Complete Set		set		\$500
RHMA Mix Tests - Complete Set (Includes 1 hour pressure cooling)		set		\$600
Maximum Specific Gravity		T 209		\$125
Asphalt Binder Content - Ignition Method		T 308		\$165
Asphalt Content Oven Correction		T 308		\$400
Asphalt Binder Content - Chemical Extraction Method *Starts March	D 2172		Method B	\$150
Hamburg Wheel Tracking (2 full sets per caltrans requirement)		T 324	Modified	\$1,100
Tensile Strength Ratio (TSR) - Plant Produced		T 283		\$950
Tensile Strength Ratio (TSR) - Laboratory Produced		T 283		\$1,200



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2017 Laboratory Fee Schedule

	Standard
HMA Mix Design - Hveem Method	
HMA Mix Design - Admin Review *Allowed on PEI original mix designs less than 24 months old	\$350
HMA Mix Design - Update * Allowed on PEI original mix designs older than 24 Months * Max 1.	\$1,250
HMA Mix Design - CEM 3513 JMF Verification * Requires Plant produced mix.	\$1,500
2006 Standard Including all aggregate and Mix Tests	\$2,750
2006 Standard W/ RAP Including RAP and all aggregate and Mix Tests (LP-9 Data Provided)	\$2,850
2006 Standard W/ RAP Including RAP and all aggregate and Mix Tests (LP-9 Data NOT Provided)	\$3,250
2010 Standard HMA Including all aggregate and Mix Tests	\$2,950
2010 Standard HMA w/ RAP Including all RAP, aggregate, and Mix Tests (LP-9 Data Provided)	\$3,250
2010 Standard HMA w/ RAP Including all RAP, aggregate, and Mix Tests (LP-9 Data NOT Provided)	\$3,600
2010 Standard RHMA Including all aggregate and Mix Tests	\$3,700
2010 Revised Standard HMA w/ MULTIPLE RAP products and (LP-9 Data NOT Provided)	\$4,000
HMA Mix Design - Marshall Method	
Marshall HMA Mix Design Base - FHWA, ACCE, and other standard specs	\$3,000
Marshall HMA Mix Design Custom - Speciality Specifications and Projects	\$3,550
HMA Mix Design - Gyrotory Method	
HMA Mix Design - Admin Review *Allowed on PEI original mix designs less than 24 months old	\$350
HMA Mix Design - Update * Allowed on PEI original mix designs older than 24 Months * Max 1.	\$1,450
HMA Mix Design - CEM 3513SP JMF Verification * Requires Plant produced mix.	\$3,700
Superpave JMF HMA Including all HMA, Aggregate, Hamburg, and TSR Testing	\$7,200
Superpave JMF RHMA Including all HMA, Aggregate, Hamburg, and TSR Testing	\$7,400
Superpave JMF HMA w/ RAP Including all RAP, HMA, Aggregate, Hamburg, and TSR Testing (LP-9 Prov)	\$7,400
Superpave JMF HMA w/ RAP Including all RAP, HMA, Aggregate, Hamburg, and TSR Testing	\$7,850

QC Inspection Services

PEI has developed a standard set of fees for providing field inspection and materials testing for QC/QA and Standard Process projects.

The following table provides the cost breakdown for QC inspection:

<u>QC INSPECTION</u>			
PROJECT TYPE	ITEM		FEE
QC or Standard	QC manager, one inspector sampling and inspecting HMA placement, one inspector monitoring compaction with a nuclear gauge and obtaining cores for the engineer.	Per Day Greater than 1,000 Tons	\$2,050
QC or Standard	QC manager, one inspector sampling and inspecting HMA placement and obtaining cores for the engineer.	Per Day Less than 1,000 Tons	\$1,200

Overtime rates for a 2-man crew is \$200 per hour and for a 1-man crew is \$100 per hour. Hours are based on the crew arriving on-site 15 to 30 minutes prior to paving commencing. Inspectors usually complete their time once the rolling is completed. This time is usually 30 minutes after the paving is completed.

The amount of tonnage to be placed should be provided when the work is scheduled. If the contractor specifies a paving tonnage that requires a 2-man crew and the tonnage placed when the paving takes place would have only required a 1-man crew, the charge will be for a 2-man crew.

Reviewed by: h Interim City Administrator
 City Attorney

- Motion only
- Public Hearing
- X Resolution
- Ordinance
- Information

Submitted by: James M Moore, Fire Chief

Action Date: May 16, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 18-5517** authorizing agreement for assignment of OES Type II Hazardous Materials vehicle and equipment, assigned as HM-32

PRESENTED BY: James M Moore, Fire Chief

SUMMARY: In May of 2016, the Fire Chief was contacted by California OES with a need to place a Type II Hazardous Materials Response Team and vehicle in our area, namely Lassen, Plumas, and Modoc Counties. In July of 2016 I formally requested assignment of HM-32 from OES to be located and administered by the Susanville Fire Department and in May of 2017 the City Council approved the HM-32 team training contract, which was completed in November of 2017. The intent of the team and vehicle placement in our region is to enhance and expedite response to local (Tri-County) hazardous material emergencies. The main initiating factor was an identified increase in hazardous commodity transportation by rail and roadway through our region, and the lack of a response team in the Tri-County area. Currently the closest teams are located Redding and Oroville. The current team is comprised of members from Lassen County, Plumas County, State of California, Cal-Fire, and the City of Susanville.

FISCAL IMPACT: Cost of vehicular insurance policy.

ACTION REQUESTED: Motion to approve Resolution No. 18-5517 authorizing the Mayor to sign agreement for temporary assignment of vehicle HM 32 with the State of California Office of Emergency Services, Fire and Rescue Division.

ATTACHMENTS: Resolution No. 18-5517
Cal OES Temporary assignment of vehicle and equipment agreement. (2)

RESOLUTION NO. 18-5517
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AGREEMENT FOR TEMPORARY TRANSFER OF VEHICULAR
EQUIPMENT – TYPE II HAZARDOUS MATERIALS VEHICLE

WHEREAS, the State of California recognizes the regional need to place a Hazardous Materials Response Vehicle to expedite the response time for hazardous material emergencies; and

WHEREAS, the Susanville Fire Department has a need for an OES engine to provide mutual aid within the State of California and the local operational area; and

WHEREAS, the City of Susanville Fire Department has requested the assignment of a State of California OES Type II Hazardous materials vehicle and equipment, OES HM-32; and

WHEREAS, the assignment of this vehicle and equipment valuable asset to the fire department and region.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville approves the Agreement for Temporary Transfer of the Hazardous Materials Response Vehicle and Equipment – Type II H-32 and authorizes the Mayor to sign the agreement.

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 18-5517 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of May, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney



May 4, 2018

James Moore, Fire Chief
Susanville Fire Department
1505 Main St
Susanville, CA 96130

Dear Chief Moore: *Jim*

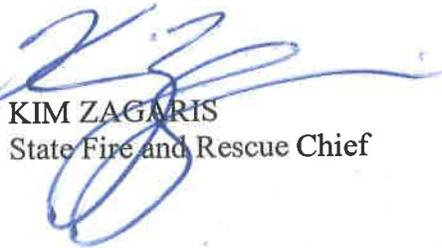
Enclosed are two copies of the Assignment of Hazardous Materials Vehicle and Equipment Agreement covering the assignment of the Governor's Office of Emergency Services' (CAL OES) Hazmat vehicle No. 32 to the Susanville Fire Department.

Please have the authorized official sign both copies of the above-mentioned Agreement and return one original set to our office. CAL OES also requires that Susanville Fire Department provide us with a Certificate of Insurance or, letter certifying self- insurance, in accordance with Paragraph 18 or 19 at least 30 days prior to your transfer of the vehicle.

Please read the Agreement carefully and if you have any questions regarding this assignment, please feel free to contact our office.

If you have any questions regarding this assignment, please feel free to contact our office.

Sincerely,



KIM ZAGARIS
State Fire and Rescue Chief

KZ/sr
Enclosures

CC: Chief Mike Bradly, Region III Fire and Rescue Coordinator
Operations Chief, Bryan Layne, Lassen Operational Area Coordinator
Brain Woodback, CAL OES Deputy Chief of Operations
Larry Collins, CAL OES Duty Chief, Special Operation and Haz Mat Section
Ken Hood, CAL OES Assistant Chief for Region III
Pat Titus, CAL OES Assistant Chief for Region III

**AGREEMENT FOR
TEMPORARY ASSIGNMENT OF VEHICEL AND EQUIPMENT**

THIS AGREEMENT, entered into this 15th day of May, 2018 by and between the between the GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES)," and Susanville Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "ASSIGNEE".

WITNESSETH:

WHEREAS, the State of California has purchased fire apparatus and equipment for the purpose of responding to incidents in furtherance of the California Fire Service and Rescue Emergency Mutual Aid Plan; and

WHEREAS, CAL OES is authorized to assign these fire apparatus and equipment to local jurisdictions throughout the State under written agreements to be staged for CAL OES purposes and for use by local jurisdictions for the purposes described below; and

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows: CAL OES

1. ASSIGNMENT. CAL OES hereby transfers possession of the below identified Hazardous Materials Vehicle and equipment listed on the attached and incorporated by reference Exhibit "A" (hereinafter, collectively referred to as "Apparatus") to ASSIGNEE and ASSIGNEE hereby accepts possession from CAL OES.

- a. Vehicle Description: **2017 HME AHRENS-FOX Type II Hazardous Materials Vehicle**
Vehicle Designation: **HM-32**
Vehicle License Number: **1527903**
Vehicle Identification Number: **44KFT4282HWZ22896**
Value of Vehicle: **\$538,000.00**
Value of Hose and Appliances: **\$262,000.00**

b. Equipment inventories (Exhibit "A") may by mutual written concurrence of the CAL OES and ASSIGNEE be changed during the term of this Agreement, utilizing property accountability procedures established or approved by the State.

2. TERM. The term of this Agreement shall commence on May 15, 2018 for ten (10) years unless terminated pursuant to the terms of this Agreement.

3. CONSIDERATION. Consideration for this Agreement is the mutual benefit the parties will enjoy by having the Apparatus locally available for use as provided in this Agreement.

4. HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT.

a. During the term of this Agreement, ASSIGNEE agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair the Apparatus and equipment at its sole cost and expense, except as otherwise expressly provided in this Agreement. ASSIGNEE also agrees to complete all reports and maintain records consistent with Section 16 and 17.

State of California
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Fire and Rescue Division

Apparatus shall be housed on property of the **ASSIGNEE** in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **ASSIGNEE**. Maintenance shall include care of batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, transmission, differential and all running gear, brake and exhaust systems, cooling devices including radiator, and equipment assigned to Apparatus.

b. Repairs to the Apparatus up to \$100.00 for each individual item of repair shall be the responsibility of **ASSIGNEE**.

c. Repairs to the Apparatus that exceed \$100.00 for each individual item of repair shall be the responsibility of **CAL OES** on a \$100.00 deductible basis, unless in the sole judgment and discretion of the **CAL OES** the need for repair results from misuse or negligence on the part of **ASSIGNEE** in the maintenance or use of the Apparatus, in which event the cost of each such item of repair above \$100.00 will be the responsibility of **ASSIGNEE**. In no event will **ASSIGNEE** arrange for repairs costing over \$100.00 for any item of repair, whether it is the responsibility of **CAL OES** or **ASSIGNEE**, without first obtaining written authorization from the **CAL OES** Fire and Rescue Division.

d. Notwithstanding the foregoing, replacement of batteries and tires for the Apparatus shall be the responsibility of **CAL OES**, except to the extent **CAL OES** determines that the damage thereto is the result of negligence or misuse on the part of **ASSIGNEE**, in which event **ASSIGNEE** will bear such portion of the replacement cost thereof as the **CAL OES** deems equitable. Procurement of tires and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the **CAL OES** Fire and Rescue Division prior to procurement.

e. Maintenance and repairs must be requested and authorized pursuant to the most recent version of the **CAL OES** Fire and Rescue Division Operations Bulletin #18, which is hereby incorporated into this Agreement by reference.

f. Repair or replacement of the Apparatus transferred hereunder which is lost, stolen, damaged, or destroyed during mutual aid operations when **CAL OES** has dispatched or directed the dispatch of the Apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **CAL OES** has reassigned said Apparatus, shall be the responsibility of **CAL OES**. If the loss or damage is due to the negligence of **ASSIGNEE**, **ASSIGNEE** shall be liable to the extent that the **CAL OES** deems equitable. **ASSIGNEE** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

g. A Smoke Opacity Test and Ladder Certification Test must be completed annually by **ASSIGNEE**. Calibration or recalibration of detection equipment shall be completed as required by the manufactures recommendation and/or by OSHA.

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Fire and Rescue Division

5. INSPECTION OF APPARATUS: **ASSIGNEE** agrees that representatives of the **CAL OES** Fire and Rescue Division and other authorized State personnel may inspect the Apparatus at any time.

6. USE OF THE APPARATUS: The use of the Apparatus is intended to provide for mutual aid, multiple alarm event and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, training of regular, volunteer and auxiliary firefighters and temporary standby for **ASSIGNEE**'s regular vehicle and the regular apparatus of other departments while out of service for repairs. The Apparatus is also intended for surge capacity and to fill in the gaps across the state where there is limited or no response capability. **CAL OES** reserves the right to dispatch the Apparatus at the discretion of the Director of **CAL OES**, his/her designated representatives, or the Operational Area, and Regional Fire and Rescue Coordinators. Reimbursements for such deployments use protocols in keeping with master mutual aid request and include funds for both overtime and backfilling for the deployed members on a portal-to-portal basis. **For uses other than when activated through CAL OES Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan**, any portion of the Apparatus assigned that cannot be decontaminated, or is disposable and cannot be reused, will be billed to the responsible party at current cost for replacement. The **ASSIGNEE** will pursue these costs from any identified responsible parties. In either case the **ASSIGNEE** will immediately notify the Operational Area Dispatch Center or **CAL OES**. The **ASSIGNEE** further agrees that Cover-in or Standby of an assigned Aparatus exceeding 90 days is at the discretion of the **CAL OES**.

7. OPERATING PROCEDURES: The **ASSIGNEE** will develop and implement written operating procedures consistent with approved FIRESCOPE Type II Hazardous Materials Team operational and safety practices and with **CAL OES** operating procedures that provide clear instructions for safely conducting activities involved in each Vehicle Personal Protective Equipment (PPE) and Specialized Equipment.

8. TRAINING AND STAFFING OF THE APPARATUS:
 - a. **ASSIGNEE** will staff the apparatus per FIRESCOPE Type II Hazardous Material ICS standards (<http://www.firescope.org/>). All personnel assigned to the Apparatus must meet California Hazardous Materials Type II Response Training requirements and ICS standards established in Title 8, Industrial Relations Section 5192. The list of personnel that the **ASSIGNEE** selects for training must be submitted at a minimum of thirty (30) days prior to the start of the class for approval by **CAL OES** Fire and Rescue Division.

 - b. **ASSIGNEE** will ensure that continual training is conducted so that the requisite number of certified Hazardous Materials Specialists will at all times be available to staff and operate the Apparatus, including when the Apparatus and its staff are activated through **CAL OES** Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan.

 - c. Upon such activation by **CAL OES** Fire and Rescue, **ASSIGNEE** will provide a minimum of five staff to the Apparatus who are certified Hazardous Materials Specialists, one of whom must be trained to the minimum of Assistant Safety Officer HazMat per ICS-HM-222-5, and meeting or having the equivalent to the requirements found in Title 19 CCR 2520(r).

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

Additionally, the five staff provided by ASSIGNEE upon activation by CAL OES Fire and Rescue must have the following minimum qualifications:

- i. Must be capable of identifying known and unknown chemical substances using a variety of identification methods, procedures, kits, and devices;
- ii. Must be able to utilize electronic detection and continuous monitoring systems;
- iii. Must be able to employ proper methods for substance capture, evidence collection, sampling, and labeling;
- iv. Must be able to utilize radiological detection devices for alpha, beta, and gamma threats;
- v. Must be able to ensure proper selection, use, and care of specialized chemical protective clothing, including totally encapsulating vapor protection, liquid-splash protection, cryogenic liquids protection, and ultra-high temperature protection; and
- vi. Must be able to use the most up to date technical reference material and chemical database information, including chemical and physical property research, and vapor plume and mapping over-lay programs.

d. The ASSIGNEE shall provide a staffing roster of 17 certified Hazardous Materials Specialists. The staffing roster must allow five certified team members on three shifts as well as an additional two-team members due to day off and leave occurrences. Further, the personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident.

9. HAZARDOUS MATERIALS REFRESHER TRAINING: ASSIGNEE agrees to participate in annual Hazardous Materials refresher training in the form of continuing education and training to be scheduled cooperatively between the ASSIGNEE and the CAL OES Fire & Rescue Division. The ASSIGNEE shall prepare and maintain a record which contains the identity of the employee, the date of Apparatus operations training, total number of training hours, and the means used to verify that the employee understood the training. Refresher training shall be properly documented to the satisfaction of CAL OES, and shall be shared with the CAL OES Fire & Rescue Division using procedures developed mutually by the ASSIGNEE and CAL OES.

10. APPARATUS OPERATION REFRESHER TRAINING: ASSIGNEE agrees to conduct Apparatus operations training annually or more often, if necessary, to each employee involved in operating the Apparatus to ensure that the employee understands and adheres to the current operating and safety procedures. CAL OES and the ASSIGNEE, in consultation with the employees involved with operating the Apparatus, will determine the appropriate frequency and type of continuing education and training for Apparatus operation. ASSIGNEE shall verify that each employee involved in operating the Apparatus has received and understood the Apparatus

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

operation continuing education and training requirements. The ASSIGNEE shall prepare and maintain a record which contains the identity of the employee, the date of Apparatus operations

training, total number of training hours, and the means used to verify that the employee understood the training. Refresher training shall be properly documented to the satisfaction of CAL OES, and shall be shared with the CAL OES Fire & Rescue Division using procedures developed mutually by the ASSIGNEE and CAL OES.

11. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND SPECIALIZED EQUIPMENT: It shall be the responsibility of CAL OES to provide response personnel with all other PPE that may be required by NFPA 1991 and 1992, other NFPA Standards, and California Title 8. It shall be the responsibility of CAL OES to provide all response equipment listed for the Apparatus in the FIRESCOPE STANDARDIZED HAZARDOUS MATERIALS TYPE II EQUIPMENT LIST which is located at <http://www.firescope.org/>.
12. DISPATCHING: All movement of the Apparatus shall be handled through the official dispatching channels of ASSIGNEE. ASSIGNEE dispatchers will recognize and act on all official requests for movement of the Apparatus in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. CAL OES reserves the right to dispatch, direct the dispatch of, or temporarily reassign the Apparatus whenever the Apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the CAL OES. The ASSIGNEE shall immediately notify CAL OES when the Apparatus is dispatched to (local or regional) emergencies other than that for State Mutual Aid. The ASSIGNEE shall notify the CAL OES Fire & Rescue Division when the Apparatus is used for exercises or to conduct training.
13. MUTUAL AID RESPONSE: Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.
14. REIMBURSABLE RESPONSE: Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, Emergency Management Assistance Compact, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.
15. TRAINING COST:
 - a. CAL OES will pay for the training, outlined in paragraph 8 above, which includes tuition, in-state travel, and backfill. Travel costs are calculated using the established rate based on the current California Fire Assistance Agreement with CAL OES Fire and Rescue Division. In the event that an agency-identified individual does not attend or is unsuccessful in completing any training paid for by CAL OES the ASSIGNEE will be responsible for all costs including backfill, travel, and tuition. All costs for training, including travel and backfill, must be preapproved in writing by CAL OES.
 - b. If training is less than 50 miles from home fire station backfill will cover 12 hours the member is in training status. If training is more than 50 miles, backfill will cover all of the scheduled hours in training and travel of that member.

State of California.
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

c. Those receiving the reimbursable training are, expected to fulfill a minimum 1 (one) year commitment. ASSIGNEE will be required to reimburse CAL OES for those who attended the reimbursable training but did not fulfill the minimum time commitment so those funds can be used to train another team member.

16. REPORTS AND RECORDS: ASSIGNEE shall maintain daily and monthly reports on the details of Apparatus use on CAL OES F-101 Form. Written results of all tests and reports shall be forwarded to CAL OES' Fire and Rescue Division (Special Operations and Hazardous Materials Section), by the end of the calendar year. The most recent copies of the tests and reports shall be maintained in the Apparatus logbook.

17. REPORT OF ACCIDENTS: ASSIGNEE shall immediately notify the CAL OES Fire and Rescue Division following any and all accidents involving the Apparatus. It shall be the responsibility of ASSIGNEE to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the ASSIGNEE and the original and four copies forwarded to CAL OES.

18. INSURANCE PROTECTION (Non- State Agencies):

a. ASSIGNEE agrees forthwith to furnish evidence of insurance protecting the legal liability of the ASSIGNEE and CAL OES for liability and/or property damage with a combined single limit of \$1,000,000.00 per occurrence, by means of a Certificate of Insurance naming the State of California as Additional Insured. Said certificate shall contain an Agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the CAL OES and that CAL OES is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number, and CAL OES unit number.

b. In the event the ASSIGNEE is self-insured, ASSIGNEE in lieu of a certificate of insurance shall furnish CAL OES a written statement of such fact. In such event, ASSIGNEE agrees to hold the CAL OES harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the Apparatus under the terms of this Agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, must be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, ASSIGNEE is responsible for returning Apparatus to original standard. The description of the Apparatus and the necessary amount of insurance required is outlined in attached Exhibit "B" which is by this reference made a part hereof.

19. INSURANCE PROTECTION (State Agencies): Any insurance necessary for coverage of the Apparatus will be the sole responsibility of the department having custody of the Apparatus, including when it directs, dispatches, and controls the use of the Apparatus. ASSIGNEE agrees

to report Apparatus as being under its control to the Insurance Officer, Department of General Services.

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

20. TERMINATION OF AGREEMENT:

- a. Either party may terminate this agreement upon fourteen (14) days' written notice to other party.
- b. **ASSIGNEE** may relinquish and **CAL OES** may repossess the Apparatus at any time for any reason upon fourteen (14) days' notice to the other party.
- c. **CAL OES** may repossess any portion of the Apparatus without written notice whenever it deems the same is not being maintained or used in accordance with this agreement.
- d. Upon the termination of this agreement, **ASSIGNEE** agrees to return the Apparatus in the same condition as received with reasonable wear and tear excluding damage due to acts of God and conditions over which **ASSIGNEE** has no control.
- e. As inventory changes occur, or items of equipment are replaced, deleted or added by **CAL OES** or replaced by **ASSIGNEE**, it is mutually agreed that it will be concurrently documented and added as an exhibit to this agreement. **ASSIGNEE** further agrees that all replacements for equipment or the Apparatus will be made with identical or substantially like items as approved by the **CAL OES**.
- f. Nothing in this agreement shall be construed to create a new property interest or right of action for the **ASSIGNEE**.

21. UNAUTHORIZED USE OF CAL OES APPARATUS AND EQUIPMENT: Use of this Apparatus other than as specified in this Agreement will be considered a breach of this Agreement.

22. USE OF RADIO EQUIPMENT:

- a. **CAL OES** will furnish at **CAL OES'S** sole cost, radio equipment installed in the Apparatus to be operated on the following frequencies: 151.145 - 170.925.
- b. **CAL OES** agrees to maintain said equipment without cost to **ASSIGNEE**.
- c. The **ASSIGNEE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.
- d. **CAL OES** remains the owner of all radio equipment provided to **ASSIGNEE**, and all applications to the Federal Communications Commission seeking authority to add modify or replace radio equipment covered by this agreement shall be made by **CAL OES**. To activate this agreement and in compliance with the control requirements of the Communications Act of 1934, as amended, **CAL OES** hereby deputizes the Chief of

ASSIGNEE, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief as his agents to operate said radio equipment as specified in paragraph "c" above.

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

23. Assumes No Liability: **CAL OES** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation as a result of **ASSIGNEE** furnishing or supplying work, services or material or services in connection with the performance of this Agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.
24. NOTIFICATION PROTOCOL: All notices must be made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **ASSIGNEE** at the Susanville Fire Department, 1505 Main St Susanville, CA, 96130 and to **CAL OES** Fire and Rescue Division at 3650 Schriever Ave., Mather, CA 95655. Nothing herein contained shall preclude the giving of any such notice by personal service.
25. ALTERATION: It is mutually understood and agreed that this agreement cannot be amended or changed unless amended in writing and signed by the parties hereto. All prior oral agreements are superseded by this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement upon the date first above written.

ASSIGNEE:

Susanville Fire Department

By _____
Kathie Garnier, Mayor Susanville

CAL OES:

Mark Ghilarducci
Director,
Governor's Office of Emergency Services

By  4/5/18
Kim Zagars, State Fire and Rescue Chief



CALIFORNIA OFFICE OF EMERGENCY SERVICES

Fire and Rescue Division
 3650 Schriever Ave
 Mather, CA. 95655
 Phone (916) 845-8711
 Night-Weekends: (916) 845-8911
 Fax: (916) 845-8396



MASTER HAZARDOUS MATERIALS EQUIPMENT INVENTORY SPREADSHEET

EXHIBIT A
 AGREEMENT for TEMPORARY TRANSFER of VEHICULAR EQUIPMENT
 HM-32

Agency Name:	Susanville Fire Dept.		Operational Area:	Lassen Co.	Operational Identifier:	XLS	Agency Designator:	SUS
Vehicle I.D. Number (VIN):	44KFT4282HWZ22896		Ca. Lin Number	1527903	HM-32	Region III		

FIELD TESTING – SEL Category 1

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Migr. If known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
1.1.1	Test Strips, pH Paper	Packet, 1/4" x 3" tabs	1 Pkt		Whatman	100-12V-100	C-1	1	
1.1.3	Test Strips, Oxidizer	Packet, approx. 1/4" x 3"	1 Pkt		Emquant	160-24V-100	C-1	1	
1.1.4	Test Strips, Peroxide	Packet, approx. 1/4" x 3"	1 Pkt		Emquant	PER-400-1V-50	C-1	1	
1.2.2	Industrial Chemicals, Unknowns Test Kit	Qualitative analysis of unknown substances	1 Kit		Haz-Tec	KT-7003	C-1	1	#176966
1.2.3	PCB Chemicals Test Capability	Stand-alone test kits, or 1,2,2 may satisfy, at least 1 kit.	1 Kit		Dexil	CL-020	C-1	1	
1.3.3	Spectroscopy, Infra-Red	Scans unknowns and compares data in database to identify.	1 Unit		Smith's Detection	Model: HazMatID Elite Inst SN- 004390616 Laptop Model: Dell, Latitude E5450	C-3	1	#176968
1.4.3	Colorimetric Kit; Multi-Sensing	Detection tube kit, tubes are chemical specific	1 Kit		Drager	: 405609	Laptop is in Data Rack	C-3	#176967
								1	#176969

AIR MONITORING – SEL Category 2

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr. if Known	Model #, Cat. # and/or SKU #	CA. State ID. Number		
							Comp.	Tray	
2.1.1	OSHA Standard 4-gas	Oxygen Presence in %; LEL in %; CO presence; H ₂ S presence	1 Unit		RKI	Model: GX-2012 SN-610040952RN	CAB	Desktop	#176970
2.1.2	Calibration Kit for 2.1.1	As required or recommended by mfr.	1 Unit		RKI	Model: SDM-2012 INST No.:5X0040090 ID	Not to be on rig		#176971
2.2.1	Volatile Vapors, in ppm.	Combustible atmospheres (VOC)	1 Capability		RAE	Model: UltraRAE 3000 SN-596-907915	CAB	Desktop	#176972
2.2.1	Toxic Vapors, in ppm	Toxic industrial chemicals (TIC)	1 Capability		RAE	Model: ToxiRAE Pro PGM-1860 SN-6024005341	CAB	Desktop	#176973
2.2.2	Aromatic Hydrocarbons	Benzene and other "ring" hydrocarbons, Xylene: May be incorporated as part of #2.2.1.	1 Capability		RAE	Model: UltraRAE 3000 SN-596-907915	Not to be on rig		#176972
2.2.4	Calibration Kit(s)	As required or recommended by mfr. See 2.3.16	1 Unit			Controller DKS-6000 SN-T021001829 Cradle DKS-6002 SN-T025000831	Not to be on rig		#176412 #176411
2.3.1	Ammonia	Detects ammonia in ppm, range 0 to 100 ppm.			RAE	UltraRAE			
2.3.2	Freon Refrigerants	Detects presence only.			Agile	UEI: 47161			#176974
2.3.3	Halogen Gases	Specifically Chlorine.	Must have capability for each, one device may suffice		RAE	ToxiRAE Bottle: B163.15	Not to be on rig		
2.3.4	Phosphine	Detects presence only.			RAE	ToxiRAE Bottle: C213.15			
2.3.16	Calibration Kit for RAE	As required or recommended by mfr.	1 Unit		RAE		C-3	1	#176413

SAMPLING – SEL Category 3

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr. if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
3.1.1	Colliwasa Tubes	Disposable; Glass or clear plastic, approx. 43", 225 ml capacity	1 Case of 12				S-2	3	
(3.1.5)	Sampling Kit	Contents listed on the container					C-2	3	
3.1.5 or 3.1.6	Pipette, Transfer	Plastic, Disposable, 15 cm long 5 to 8 ml capacity, or 30 cm long 20 ml capacity	1 Case of 400				C-2	3	
3.1.10	Test Tubes	Disposable, borosilicate, approx. 12-14 ml capacity.	4 Boxes of 250				C-2	3	
3.1.11	Swab, Sterile	Non-organic single use swab.	1 Box of 6				C-2	3	
3.1.12	Sponge, Sealed	For surface swipe.	1 Set of 2				C-2	3	
3.1.15	Environmental Dipper	Telescopic to 24"; with 500 ml cup or swivel ladle.	1 Unit				C-4	9	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr., If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
3.1.16	Tongs, Beaker	PTFE coated, approx. 9 1/2" long	2				C-2	3	
3.1.17a	Tongs, Crucible	Stainless steel	1				C-2	3	
3.1.17b	Tongs, Flask	Metal	1				C-2	3	
3.1.19	Forceps	Steel, coated or uncoated; or plastic, 3 3/4" to 5 1/2" long	1 Pkg. of 2				C-2	3	
3.1.20	Funnel	1-2" 1-3" 1-4"	3 (1 of each size)				C-2	3	
3.1.24	Spatula, Sampling, "V" type	Large plastic or metal, approx. 6" to 11" long	1 Pkg of 6				C-2	3	
3.1.25	Spatula, Sampling, Micro	Small, Teflon coated, approx. 7 1/2" long	1				C-2	3	
3.1.26	Spoon, Plastic	Polypropylene, approx. 7" handle, in four sizes (1/4 teaspoon, 1/2 teaspoon, 1 teaspoon, 1 tablespoon.)	1 Set of 12				C-2	3	
3.1.27	Scoop	Small, sterile, 2 oz.	1 Pkg of 10				C-2	3	
3.2.1	Pump, syphon	Product transfer, with hose, capacity and quality as described in the SEL.	1 Hand Pump				S-4	3	
3.2.7	Pump, Diaphragm, hand	Push-Pull with 2 lengths 1 1/2" hose & connections, 15 GPM	1 Pump System				S-4	3	
3.3.2	Sample Jars, Clear	4 oz. to 8 oz. each, wide mouth, Sterile to EPA Protocol B, 12 min.	1 Box of 24				C-2	3	
3.3.4	Sample Jars, Amber	4 oz. to 8 oz. each, wide mouth, Sterile to EPA Protocol B, 4 minimum	1 Box of 24				C-2	3	
3.3.7	Sample Vials, Clear	1.3 oz. capacity, Teflon lid, 1 case of 12	1 Case				C-2	3	
3.3.8	Stoppers, Conical	Assortment from #000 to #6 (9 sizes)	1 Kit of at least 5 different sizes				C-2	3	
3.3.9	Bags, Plastic, Zip-Loc type	Small, Medium, and Large sizes, as per description	1 Kit of 24 representing all 3 sizes				C-2	3	
3.3.10	Bags, Evidence	Tamper-Proof, Self-Dealing, 7" x 4" or larger	1 Set of 12				C-2	3	
3.3.11	Labels, Ordinary	Self-adhesive, blank, address type	1 Kit of 50				C-2	3	
3.3.15	Labels, Evidence Seals	Tamper-proof seals, minimum 25	1 case of 100				C-2	3	
3.3.16	Pens, Marking, Paint	Permanent marking, enamel paint	4				C-2	3	
3.3.17	Pens, Marking, Indelible	Permanent Marking, "Sharpie" type	6				C-2	3	
3.3.18	Chain of Evidence Forms	Documents movement of evidence	1 Kit of 20				C-2	3	
3.3.19	Photo, Camera	Digital, 4 megapixel or better	1				In Data Rack		

RADIATION MONITORING - Category 4

Inv. #	Item Name	Description	Requirement	Vendor,	Mfr.,	Model #, Cat. #	STORAGE	CA. State ID.

		(Units, Kits)	Supplier Includes: 4.1.1, 4.1.2, 4.1.3	If Known	and/or SKU #	Comp.	Tray	Number
4.1.5	Survey, Alpha, Beta, Gamma all-in-one unit	1 Kit Complete		Ludlum 2441-2RK	SN-320111	C-3	1	#176975
4.3.1	Dosimeters, Individual, Digital	5 Separate Units		DosRAE-2 Model: PRM-1200	SN-03520272T7 SN-03520080T7 SN-03520025T7 SN-03520041T7 SN-03520031T7	In chargers in the Data Rack		
4.3.1a	Chargers, Dosimeters	1 ea, total of 5		DosRAE	SN-144T5W1143 SN-144T5W1122 SN-144T7W1320 SN-144T5W1135 SN-144T7W1319	In the Data Rack		

CHEMICAL PROTECTIVE CLOTHING - Category 5

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
5.1.2	Vapor Protective, Encapsulating	NFPA 1991 compliant, + flash fire	LG LG XLG XLG		Saint Gobain	F-7233 F-7230 F-7443 F-7329	S-1	2	
5.1.6	Pressure Test Kit	Test for suit leakage	1 Kit		Saint Gobain		C-1	2	#176976
5.2.2	Liquid Splash, WMD Class 3	NFPA 1994 compliant, + Class 2 or 3	4 Sets		Kappler Zytron 300	Z3H426-92	C-1	3	
5.3.1	Liquid Splash, Limited Use	Single use, disposable Tyvek	10 Sets (22 Total)	See Also #10.2.11	DuPont Tyvek	TY-198S-WH	S-1	2	

ANCILLARY PROTECTIVE EQUIPMENT - Category 6

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
6.1.1	Replacement Glove, 1991	Replacements for NFPA 1991 suit	4 Sets		Saint Gobain	22405M 22406M	C-1	4	
6.1.2	Replacement Glove, 1994	Replacements for NFPA 1992 or 1994 garments, 4 sets minimum	1 Dozen		ShowaBest	Chloroflex 723	C-1	4	
6.1.3	Under-Glove	Additional disposable single use	1 Set of 24 Pair		North SilverShield	WPL262	C-1	4	
6.1.4	High Temperature Protective	Protects up to 1,500 degrees F, 2 pair total, one size fits all	2 Pair		ZetexPlus	Z-Flex 302LG Z-Flex 202XL	C-1	4	
6.1.6	Ultra-Cold Protective	Cryogenic liquids, temperatures, 2 pair total	1 Pair - LG 1 Pair - XLG		Cryo-Glove	EBLWP-9 EBLWP-10	C-1	4	
6.2.1	Boots, Chemical Resistant	For use with 1991 or 1994 garments, NFPA 1991 compliant, 5 pair total	2 Pair - Size 10 1 Pair - Size 11 1 Pair - Size 12 1 Pair - Size 13		Tingly	HazProof	C-1	2	
6.3.1	Helmet	Falling object protection, in suit	5 Sets		MSA	*V-Guard 475359	C-1	2	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
6.3.2	Goggles	Eye protection, haz-cat, sampling	5 Sets 1 Pair - 42Reg 1 Pair - 42Lng 1 Pair - 44Reg 1 Pair - 44Lng 1 Pair - 46Reg		Crews	2230R	C-2	3	
6.4.1	Undergarment, Fire Resistant	Jumpsuit style, NFPA 2112 Compliant total of 5, in 5 sizes			Butwark Protective	Ignituge CEC 2RB5	C-1	3	

TECHNICAL REFERENCE and COMPUTER SUPPORT - Category 7

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
7.1.1	DATABASE TYPE: Chemical and Physical Properties PRINTED	NIOSH Pocket Guide to Chemical Hazards (NIOSH)	1 Copy	CalOES F&R	U.S. Printing	GPO-017-033-00500-1	CAB	Shelf 3	
		Dangerous Properties of Industrial Chemicals (SAX)	1 - 5 Vol. Set		Wiley	ISBN 978-0-470-62325-1	CAB	Shelf 3	
		Condensed Chemical Dictionary (Hawley's)	1 Copy		Wiley	ISBN 978-0-471-76865-4	CAB	Shelf 3	
		The Merck Index	1 Copy		Merck Co.	ISBN 978-1849736701	CAB	Shelf 3	
		Fire Protection Guide to Hazardous Materials (NFPA)	1 Copy		NFPA	ISBN 978-161665041-4	CAB	Shelf 3	
7.1.2	GUIDEBOOK TYPE: Initial Intervention Recommendations PRINTED	Emergency Response Guidebook (DOT)	1 Copy	CalOES F&R	DOT		CAB	Shelf 3	
		Emergency Handling of Hazardous Materials (AAR)	1 Copy	CalOES F&R	AAR		CAB	Shelf 3	
		Chemical Synonyms and Trade Names (Gardner's)	1 Copy		Wiley	ISBN 0-566-08190-3	CAB	Shelf 3	
7.1.3	SPECIALTY TYPE PRINTED	Guide to Chemical Incompatibilities (Wiley)	1 Copy		Wiley	ISBN 978-0-470-38763-4	CAB	Shelf 3	
		Rail Tank and Freight Car Manual (GATX)	1 Copy	CalOES F&R			CAB	Shelf 3	
		Handbook of Reactive Chemical Hazards (Bretherick)	1 Copy/2 Volumes		Butterworth Pub	ISBN 978-0123725639	CAB	Shelf 3	
		CFR Title 29 (OSHA), Includes Part 1910.120	1 Copy			29CFR	CAB		
7.1.4	REGULATORY TYPE: Government Codes, Standards PRINTED	CFR Title 49 (DOT), Includes Parts 100-185	1 Copy/2 Volumes			49CFR	CAB		
		NFPA Standard 472	1 Copy		NFPA	472	CAB		
		NFPA Standard 1991	1 Copy		NFPA	1991	CAB		
		NFPA Standard 1992	1 Copy		NFPA	1992	CAB		

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
		NFPA Standard 1994	1 Copy		NFPA	1994	CAB		
		NFPA Standard 2112	1 Copy		NFPA	2112	CAB		
7.1.5	REGULATORY TYPE: Response Plans, Guidelines PRINTED	Hazardous Materials Incident Contingency Plan (CalOES) Operational Area (Local or County) Hazardous Materials Emergency Response Plan	1 Copy	CalOES F&R	CalOES		CAB		
7.1.6	WMD Chemical/Biological	Handbook of Chemical and Biological Warfare Agents (Ellison)	1 Copy		CRC Press	ISBN0-8493-2803-9	CAB		
7.2.1	DATABASE TYPE: Chemical and Physical Properties ELECTRONIC	Dangerous Properties of Industrial Chemicals (SAX) - AND Condensed Chemical Dictionary Properties of Hazardous Industrial Materials (Cooper) CHRIS Manuals (U.S.C.G.)	1 CD			ISBN 978-0-470-12435-2 030-1236-001029	CAB		
7.2.2	GUIDEBOOK TYPE: Initial Intervention Recommendations ELECTRONIC	Material Safety Data Sheets	Off Internet		ScienceLab.com		CAB		
7.2.3	SPECIALTY TYPE: ELECTRONIC	Crop Protection Handbook CD (Meister) with printed volume Dictionary of Chemical Names and Synonyms (Synapse) Specialty Chemicals Electronic Source (Synapse) Chemical Mfrs. of Trade Name Chemical Products (Synapse) Industrial Chemical Thesaurus (Synapse)	Not Available 1 CD 1 CD 1 CD 1 CD			(No Longer Available) 978-1-890595-08-1 7998-08X-10878 978-1-934764-18-3 7709-183-???? 978-1-890595-58-6 6304-586-9890 8409-06X9978	CAB CAB CAB CAB CAB		
7.2.4	WMD Chemical / Biological	CoBRA, Subscription, Software	1 Subscription	Yearly Subscription	TriCon Environmental	V 4.4.3.4	CAB	On Computer	
7.3.1	Basic Platform, Database Air & Plume Modeling, Overlay Mapping Overlays	CAMEO, Internet download, software ALOHA, Internet download, software MAR-PLOT, Internet download, software	1 Program 1 Program 1 Program	NOAA off Internet NOAA off Internet NOAA off Internet			CAB CAB CAB	On Computer On Computer On Computer	
7.4.1	Computer		1 Unit	Included In Apparatus Specs.	GETAC B-300	SN-46380883	CAB	In Data Rack	#178509

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
7.4.1a	Mouse	Wireless	1 Unit		Targus Model: AMW50US		CAB	In Data Rack	
7.4.1b	Keyboard	Wireless	1 Unit		Targus Model: AKB33US		CAB	In Data Rack	
7.4.1c	Monitors	LED	2 Units		Samsung Model: SE310H Series	SN-ZZCNH4LH605245F SN-ZZCNH4LH605253J	CAB	On Desk Top	#176953 #176954
-	Television	LED	1 Unit		Samsung Model: UN24H4000FXZA	SN-030R3CKGC02091M	CAB	Wall Mount	#176955
7.4.2	Printer, Color	Print, Copy, Scan	1 Unit	Included In Apparatus Specs.	HP Laser Jet	Model: M177fw SN-CN5CC1G0ZD	CAB	On Data Rack	#176952
7.4.3	Scan Capability	Is built into the Printer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.4	Copy Capability	Is built into the Printer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.6	Access onto Internet	Subscription to a Provider, Verizon, 4G LTE	1 Capability	Yearly Subscription					
7.4.8	Hardware, Graphics Card	Is built into the Computer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.11	Hardware, DVD Drive	Is built into the Computer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.12	Hardware, USB Ports	Is built into the Computer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.13	Software, Operating System	WINDOWS® 10	1 Program						
7.4.14	Software, Document Processing	Microsoft WORD®	1 Program						
7.4.16	Software, Protection	Norton SECURITY®, subscription	1 Subscription						
7.4.16a	Software, Acrobat Reader	Provides PDF format, download	1 Capability	Off Internet					
7.4.16b	Software, JAVA Reader	Provides JAVA SCRIPT®	1 Capability	Off Internet					
7.4.16c	Software, Internet Browser	Microsoft Internet Explorer	1 Capability	Off Internet					

SPECIAL CAPABILITIES - Category 8

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model, Cat. # or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
8.1.2	Light Amplification	Night Vision Scope, Monocular with additional 5X interchangeable lens	1 Unit 1 Telephoto Lens	Scope Lens	Armasight N-14 Armasight Lens	Model: 4-14 SN-5847786 Lens SN-201701135	C-3	1	#176977

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model, Cat. # or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
8.1.8	Infra-Red Scope w/ Distance Meter	Temperature sensing, surface, with mini-tripod and carrying case.	1 Unit 1 Mini-Tripod 1 Case		Omega	0S5 33E-DM SN-16098662	C-3	1	#176978
8.1.15	Sound Sensing	Ultra-Sonic with headphone set	1 Unit		Infocon	Ultra-Sonic SN-16311063	C-3	1	#176979
8.2.2	Weather Station, Wireless Kit - Compatible with CAMEO	Wind speed & direction, temperature, barometric, humidity + software	1 Complete Kit		Coastal Environmental	SN-673 SN-0000424	C-3	1	#176980
							TC-2		#176410

INTERVENTION - Category 9

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
9.1.1	Neutralization - Acids	XSORB® Acid Neutralizer	1 Bag 1.75 cu. ft.		XSORB	SKU XB110N	S-3	1	
9.1.2	Neutralization - Caustics	XSORB® Caustic Neutralizer	1 Bag 1.75 cu. ft.		XSORB	SKU XB110B	S-3	1	
9.1.3	Encapsulating Powder, General Purpose	XSORB® II Super Encapsulator	1 Bag 2.0 cu. ft.		XSORB	SKU XB110P	S-3	1	
9.1.4	Encapsulating Powder, Aldehydes	CLIFT® Formaldehyde Eater	1 Pail 5 Gallon		Global Industries	WYB794422	S-3	1	
9.1.5	Encapsulating Powder, Non-Polar Only (Solvents)	XSORB® Select Oil	1 Bag 1.75 cu. ft.		XSORB	SKU XB110S	S-3	1	
9.1.6	Fire Extinguisher, Class "D"	For Metal Fires	30 lbs. Capacity	Included in Apparatus Specs.			C-4	8	
9.2.1	Absorbent, Non-Polar (Solvent), Pads or Rolls	XSORB® FiberDuck Oil Absorbent, 18" x 18" pads	1 Pkg of 100		XSORB	SKU RPPSB12	S-1	2	
9.2.2	Absorbent, General Purpose, Pads or Rolls	XSORB® FiberLink HazMat Bonded, 18" x 18" pads	1 Pkg of 100		XSORB	SKU PPHB	S-1	2	
9.2.3	Absorbent, Non-Polar (Solvent), Socks	XSORB® Select Oil Sock, 3" x 10'	1 Pkg. of 40 feet		XSORB		S-1	2	
9.2.4	Absorbent, General Purpose, Socks	XSORB® Universal Sock, 3" x 10'	1 Pkg of 40 feet		XSORB		S-1	2	
9.2.5	Absorbent, Non-Polar (Solvent), Pillows	XSORB® Select Oil Pillow	1 Case of 10		XSORB		S-1	2	
9.2.6	Absorbent, General Purpose, Pillows	XSORB® FiberLink Universal Pillow	1 Case of 10		XSORB		S-1	2	
9.2.8	Absorbent, Mercury Spills	Mercury Eater, with at least 500 grams mercury absorbing powder	1 Kit Complete		Clift Industries		S-3	1	
9.2.11	Pipe, Assortment, Plastic	Three different diameters, 8' long ea.	1 Set		Charlotte Pipe		Ladder Comp.		
9.3.1	Chlorine Kit "A"	For 150 lb. cylinders, Indian Springs	1 Kit		Indian Springs Mfg.	SN-A17586	S-2	2	#176981
9.3.2	Chlorine Kit "B"	For one ton cylinders, Indian Springs	1 Kit		Indian Springs Mfg.	SN-B17335	S-2	2	#176982

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
9.3.3	Chlorine Kit "C"	For rail tank cars, Indian Springs	1 Kit		Indian Springs Mfg.	SN-C6025	S-2	1	#176983
9.3.3a	Pressure Gage for "C" Kit	Gage for chlorine rail tank cars	1 Unit		Indian Springs Mfg.	CG-400	S-2	3	
9.3.5	Sulfur Dioxide Upgrade for "A"	Special gaskets for the "A" kit	1 Kit		Indian Springs Mfg.		S-2	2	
9.3.6	Sulfur Dioxide Upgrade for "B"	Special gaskets for the "B" kit	1 Kit		Indian Springs Mfg.		S-2	2	
9.3.7	Sulfur Dioxide Upgrade for "C"	Special gaskets for the "C" kit	1 Kit		Indian Springs Mfg.		S-2	1	
9.3.9A	Universal Tank Car Kit, Box 1 of 3						S-4	1	#176984
9.3.9B	Universal Tank Car Kit, Box 2 of 3	Midland@ERK, in 3 boxes	1 Kit Complete (In 3 Boxes)		Midland	B-243ERK ALJ037	S-2	1	#176985
9.3.9C	Universal Tank Car Kit, Box 3 of 3						S-2	1	#176986
9.3.10	Pipe, Patch & Repair	Edwards & Cromwell Kit "C-2"	1 Kit		Edwards & Cromwell	"C-2"	C-1	1	#176987
9.3.13	Pipe, Clamp, Gas, Mechanical	Squeezing shut 2" gas line, Mustang@	1 Tool		Mustang	DBS-20C	C-2	3	#176988
9.3.16	Pipe, Patch, Liquid, Pneumatic	Bandage wrap inflates with air, Vetter@ Leak Sealing Bandage	1 Kit		Vetter #1500013900	SN-03162014	C-2	3	#176989
9.3.17	Patch, Tanker, Liquid	For tank trucks, Edwards & Cromwell kit "F"	1 Kit		Edwards & Cromwell	"F"	C-1	1	#176990
9.3.18	Patch, Tanker, Liquid, Pneumatic	For tank trucks, Vetter Leak Sealing Bags kit #1500005302	1 Kit		Vetter #1500005302	SN-06161286	C-2	3	#176403
9.3.18a	Patch, Tanker, Liquid, Magnetic	For tank trucks, Miko@ Tank Sealer Kit	1 Kit		Miko	SN-10200632	S-1	1	#176404
9.3.24	Patch, Drum, Liquid, Pneumatic	For small tanks, drums, Vetter Mini Leak Sealing Bags, 1500009400	1 Kit		Vetter #1500009400	SN-06161283	C-2	3	#176401
9.3.26	Patch, Drum, Liquid, Compression	Various round, tapered, "T" bold, and wood dowels, Edward & Cromwell Kit "D"	1 Kit		Edwards & Cromwell	"D"	C-1	1	#176991
9.3.29	Plugs, Tapered, Stopper, Extra-Large	Extra-large 4" dia. compression plug	1 Kit of all three Edwards & Cromwell Kit "A-2"				C-1	1	#176992
9.3.31	Plugs, Half Round, Stopper, Extra-Large	Extra-large 4" dia. compression plug			Edwards & Cromwell	"A-2"	C-1	1	
9.3.32	Plugs, "T" Bolt, Extra-Large	Extra-large "T" style plug					C-1	1	
9.3.33	Plugs, Conical, Liquid	Extra-large plastic or rubber plugs for drains, Ultratech@ Drain Plug Kit	1 Kit Complete		UltraTech	3EWY1	C-1	2	
9.3.34	Plugs, Tapered, Liquid, Pneumatic	Three sizes of inflatable tapered plugs, Vetter kit # 1500009600	1 Kit		Vetter #1500009600	SN-06160504	C-2	3	#176402
9.3.36	Plugs, Expansion, Liquid, Pipe	Plumber type "test" plugs, 10 different sizes, Edwards & Cromwell Kit "C-1"	1 Kit		Edwards & Cromwell	"C-1"	C-1	1	#176993

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
9.3.42 OR 9.2.43	Plugs, End Caps	End caps (Jim Caps), with garden spigot, 6 different sizes with bibb, 2 extra-large without bibb, Mission Rubber Company.	1 - 1 1/2"		Mission Rubber	0701 516	C-2	4	
			1 - 2"			0702 514			
			1 - 3"			0703 512			
			1 - 4"			0704 510			
			1 - 5"			0705 517			
			1 - 6"			0706 515			
			1 - 8"			0708 016			
			1 - 10"			0710 017			
			1 - 1/2"			00030255			
			1 - 3/4"			00030258			
9.3.44	Plugs, Dowels, Wood	Tapered wood dowels, 9 different sizes.	1 - 1"	San Diego Marine Exchange	00030261	C-2	4		
			1 - 1 1/4"		00030264				
			1 - 1 1/2"		00030267				
			1 - 2"		00030270				
			1 - 2 1/2"		00030273				
			1 - 3"		00030278				
9.3.48	Dome Lid Tight, Clamp Type	For highway tanker manway covers	1 Unit	Northwest HazMat	Lid Tight	C-1	1		#176995
			1 Set of 3		Lid Loc				
9.3.49	Dome LidLoc®, Spring Type	For highway tanker manway covers	1 Set of 3	STTS		C-1	1		#176994
9.3.49a	Pipe, Repair, Side Leak	Kevlar patches, epoxy water activated, InduMar® "Stop it" Repair	2 Kits	InduMar	"Stop it"	C-2	4		
9.3.49b	Flat Surface Leak, Plug, Large	"Football" by InduMar®, epoxy water activated	2 Kits	InduMar	"Football"	C-2	4		
9.3.49c	Flat Surface Leak, Plug, Small	"Golf Ball" by InduMar®, epoxy water activated	2 Kits	InduMar	"Golf Ball"	C-2	4		

DECONTAMINATION - Category 10

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
10.1.1	Tarps, Plastic:	Ground cover, minimum 12' x 12'	2		HDX	PY004	S-4	2	
10.1.2	Tarps, Carry-All:	Debris transfer, approx. 6' x 6'	1		MyTarp.com	YT5005vcp10	S-4	2	
10.1.3	Sheeting, Plastic, Roll:	Ground cover, 20' x 100'	1 Roll		HDX	CFHD0620C	S-2	2	
10.1.4	Catch Basin:	Approx. 120 gallon capacity	1		IntraState	3108	TC1		#176406 #176407 #176408
10.1.5	Shower, Gross Decontamination	Fits into Catch Basin	1		DQE	HM7000	TC1		#176409
10.1.6	Eye Wash, Station	ANSI Z-358.1, 7 gallon capacity	1		Bradley	Model: S19.921	S-2	2	#176405
10.1.7	Pools, Portable	Approx. 60 to 80 gallon capacity, ea., 5' x 5' x 12"	3		Husky		TC 1		
10.2.1	Stools, Portable	Folding metal chairs	1 Set of 4		National Public	Model: 310	TC 1		
(10.2.2)	De-Con Kit	Contents listed on the container					S-4	2	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr., If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
10.2.2	Brushes, Long Handle, Soft	16" handle, soft bristle	4		Harper	8572	S-4	2	
10.2.4	Brushes, Short Handle, Soft	Carpenter or dusting type, rat tail	2		HDX	408HDXRM	S-4	2	
10.2.5	Brushes, Car Wash Type	Long handle to 3 feet	2		Laitner	45C131	S-4	2	
10.2.6	Sponge Set	Approx. 4" x 4" x 6"	4				S-4	2	
10.2.7	Towels, Absorbent, Cloth	Approx. 20" x 40" (8 minimum)	1 Roll of 100		DQE	HM705	S-4	2	
10.2.8	Towels, Absorbent, Paper	Disposable (1 roll minimum)	1 Roll				S-4	2	
10.2.9	Blankets, Emergency	Disposable (4 minimum)	1 Case of 10			BH-1550	S-4	2	
10.2.11	Clothing, Modesty	Disposable (minimum of 12)	12 Sets		DuPont Tyvek	TY-198S-WH	S-1	2	
10.2.13	Traffic Cones	Reflective, 18" tall, fluorescent red	6		Grainger	6F-GZ4	C-4	7	
10.2.15	Soap, Soft, Liquid	Hypoallergenic (No Detergent)	1 Pint		Ivory		S-4	2	
10.2.16	Chem Tape	Roll 2" x 50'	2 Rolls		Kappler	HMM10	C-1	3	
10.2.17	Clothing Removal Tools	Scissors	1		Fieldtex	922-00071	S-4	2	
10.2.18	Personal Property Tracking	Sealable bags, property documentation, approx.. 9" x 12"	1 Case of 250		Alert Security	912PPG	S-1	2	
10.3.1	Adaptor, 1 1/2" to Garden Hose	Reducer	2				S-4	2	
10.3.3	Manifold, Light Duty, 4 way	Plastic, 1 1/2" inlet x four garden hose outlets	1		DQE	RV 100	S-3	2	
10.3.4	Hose, Garden	Approx. 25' lengths	4			HM1065	S-4	2	
10.3.5	Hose, Garden, Shut-Off	Straight in-line type, one outlet Straight in-line heavy duty, one outlet Branched "Y" type, two outlets	2 3 1		Orbit Orbit Orbit	27933 9000 50305	S-4 S-4 S-4	2 2 2	
10.3.6	Wrench, Hydrant	Adjustable	1		Red Head	105	C-4	Drawer 7	
10.3.7	Applicator, Garden Nozzles	Adjustable spray pattern, nozzle,	2		Mehor	SKU 229-855	S-4	2	
10.3.8	Applicator, Garden Sprayer	Hand pressure pump sprayer - 2 gallon	1		HBC	HM-6210	S-1	1	
10.4.1	Buckets	Approx. 5 gallon capacity, with screw lids	3 Buckets 3 Lids				S-3	1	
Extra	Tote Bag, Tools	Canvas tool tote for 5 gallon bucket	1		Leathercraft	04122	C-4	7	
10.4.2	Bags, Heavy Duty, Yard	Large, 42 gallon, 3 mil (10 minimum)	1 Box of 30		Husky	HK42WC0328	C-2	4	
10.4.3	Bags, Medium Duty, Yard	Medium, 33 gallon, 3 mil (10 min.)	1 Box of 50		UltraSack	HMD891454	C-2	4	
10.4.4	Debris Collection Unit, 30 Gal	Polyethylene, light weight	1			56W31B	S-1	2	
10.4.5	Drum, Containment, 85 Gal	Steel bolt ring type	1			26BSV8	S-1	2	
10.4.7	Drum, Liners, 55 Ga. Capacity	Polyethylene, heavy duty, 15 mil	10			2003	TS		

COMMUNICATIONS - Category 11

CA. State ID. Number	CA. State ID. Number	CA. State ID. Number	CA. State ID. Number	CA. State ID. Number	CA. State ID. Number	CA. State ID. Number	CA. State ID. Number		CA. State ID. Number
							Comp.	Tray	
11.1.1	Radio, Portable, Individual	Intrinsically safe, as specified, VHF	5 Units		Bendix King Model: KNGP150CMD With Antenna # KAA0818	SN-1550 8199 SN-1550 8147 SN-1550 8250 SN-1550 8214 SN-1550 8152	CAB	Data Rack Drawer	#176946 #176947 #176948 #176949 #176950
11.1.1.a	Radio, Portable, Holster		5 Units		Bendix King Model: KAA0415	CABA-1402 Total of 5	CAB	Data Rack Drawer	
11.1.1.b	Lapel Microphone		5 Units		Bendix King Model: BK KAA0203E	Total of 5	CAB	Data Rack Drawer	
11.1.4	Radio, Portable, In-Suit	Communication interface for totally encapsulating CPC, complete as specified	5 Units		Bendix King Model: KAA0226A	Total of 5	CAB	Data Rack Drawer	
11.1.6	Radio, Portable, Batteries	Intrinsically safe, as specified	10 Units		Bendix King Model: KAA-0101 is	SN-5391-3A-0202 SN-5391-3A-0251 SN-5391-3A-0248 SN-5391-3A-0201 SN-5391-3A-0206 SN-5391-3A-0259 SN-5391-3A-0105 SN-5391-3A-0112 SN-5391-3A-0243	CAB	On Radios or In Charger	
11.1.6a	Radio, Portable, Charger	Vehicle charging unit, 6-gang	1		Bendix King	NCC0380	CAB	Charger	
11.1.6b	Radio, Portable, Belt Clip	Belt clip	5		Bendix King	KAA0400	CAB	Data Rack Drawer	
11.2.1	Phone, Cellular	Provided by local agency	1	Provided by Local					
-	Radio, Mobile	138-174 MHz, 50 Watt	1 Base Unit		Bendix King	KNG M150R	CAB	Under Shelf	#176942
-	Radio, Mobile	380-470 MHz, 50 Watt	1 Base Unit		Bendix King	KNG M400R	CAB	Under Shelf	#176943
-	Radio, Mobile	440-520 MHz, 50 Watt	1 Base Unit		Bendix King	KNG M500R	CAB	Under Shelf	#176944
-	Radio, Mobile	763-870 MHz, 50 Watt	1 Base Unit		Bendix King	KNG 800R	CAB	Under Shelf	#176945

CA. State ID. Number		CA. State ID. Number						
						Comp.	Tray	

RESPIRATORY PROTECTION - Category 12

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr., If Known	Model #, Cat. # and/or SKU #		STORAGE		CA. State ID. Number
						Comp.	Tray	Comp.	Tray	
12.1.1	SCBA, Complete, Structural	NIOSH certified, with bottle, provided by local agency	5 Units	Provided by Local				C-4	1	
12.1.3	SCBA, Mask	NIOSH certified, provided by local agency	5 Units	Provided by Local				C-4		
12.1.7	SCBA, Bottles	Spare bottles	5 Spare	Provided by Local				C-4		

TOOLS, GENERAL PURPOSE - Category 13

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr., If Known	Model #, Cat. # and/or SKU #		STORAGE		CA. State ID. Number
						Comp.	Tray	Comp.	Tray	
13.1.1	Shovel, Round Point, Steel	Long handle, garden type	1					C-3	2	
13.1.3	Shovel, Square Point, Steel	Long handle	1				Model: TRP31199	C-3	2	
13.1.4	Shovel, Square Point, Plastic	Long handle, polypropylene	1				Item # 3UE40	C-3	2	
13.1.5	Shovel, Scoop	Short handle	1				Item # 18G954	C-3	2	
13.1.6	Broom, Street	Stiff bristle, long handle	1					C-3	2	
13.1.7	Drum, Up-Ende	Lifts 55 gallon drums	1				DTP-11	C-3	2	
13.1.8	Hammer, Sledge	Approx. 7 - 10 lbs.	1		Craftsman		T-415	C-3	2	
13.1.9	Bar, Wrecking	Approx. 36"	1		Seymour		WR-36	C-3	2	
13.1.10	Cooler, Rehydration	Approx. 5 gallon capacity	1		Igloo			S-1	1	
13.1.11	Megaphone	Battery operated, 800' range	1		Pyle		PMR-30	C4	7	
13.1.12	First Aid Kit, Large	ANSI Z-308.1, as specified	1 Kit				0100-0501	C-1	2	
13.1.13	First Aid, Trauma, Kit	Includes resuscitator, provided by local agency	1 Kit	Provided by Local				C-1	3	
13.1.14	Medical Monitoring, Kit	May be a separate duffie bag, but item inventory is included in SEL #13.1.12	See #13.1.12	Part of #13.1.12						
13.1.14a	Scale	Heavy duty, analog	1		Thinne		TH 100	C-1	2	
13.1.16	Zone Marking Kit	Contains marking items as described in its inventory, 1 kit complete	1 Roll Yellow Tape 1 Roll Red Tape 1 Powder Yellow Cont. 1 Powder Red Cont. 2 Crayon Yellow 2 Crayon Red 2 Sticks Yellow Chalk 2 Sticks Red Chalk					C-2	4	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.1.18	Scope, Spotting	Binoculars, 10 x 100x zoom	1 Unit		Beta Optics	Model: KC315B	Under Captains Seat Compartment		
13.2.1	Hammer, Dead Blow	Approx. 32 oz.	1		Nupla	U-2	C-4	Drawer 8	
13.2.2	Hammer, Claw, Carpenters	Approx. 16 oz.	1		Craftsman	3821	C-4	Drawer 6	
13.2.3	Hammer, Engineer	Approx. 48 oz.	1		Craftsman	38309	C-4	Drawer 8	
13.2.4	Hammer, Ball Peen	Approx. 6 oz.	1		Craftsman	1962	C-4	Drawer 6	
13.2.5	Screwdriver, Set, Chisel Point	Kit of 4 different tip sizes	1 Kit of 4		Craftsman	9118	C-4	Drawer 6	
13.2.6	Screwdriver, Set, Phillips	Kit of 5 different sizes	1 Kit of 5		Craftsman	47139	C-4	Drawer 6	
13.2.7	Pliers, Ordinary, Utility	Approx. 10", slip-joint	1		Craftsman	45980	C-4	Drawer 6	
13.2.8	Pliers, Wire, Side Cutting	Approx. 8" long, molded grip	1		Greenlee	0151-08M	C-4	Drawer 6	
13.2.9	Pliers, Long Nose, Needle	Approx. 6" long	1		Craftsman	45102	C-4	Drawer 6	
13.2.10	Pliers, Combination, Set	1 - Robo-Grip 10" 1 - Arc-Joint 9 1/2" 1 - Channel Lock 16"	1 Robo 1 Arc 1 Channel		RoboGrip Craftsman Channel Loc	30012 45381 460	C-4	Drawer 6	
13.2.11	Pliers, Locking, Set	1 - Vice Grip curved jaw, 10" 1 - Vice Grip curved jaw, 5" 1 - Vice Grip locking "C" clamp, 9" 1 - Vice Grip, long nose, 6" 1 - Vice Grip, welding clamp	1 Set of 5		Inwin	10CR 5CR 9SP 6LN 24T	C-4	Drawer 8	
13.2.12	Wrench, Allen, Standard	Standard English, 9 sizes minimum	1 Set of 12 Sizes		Allen	56108	C-4	Drawer 6	
13.2.13	Wrench, Allen, Metric	Metric, 9 sizes minimum	1 Set of 12 sizes		Allen	56008	C-4	Drawer 6	
13.2.14	Wrench, Crescent	1 - 10" Crescent Rapid Slide 1 - 15" Crescent adjustable	1 - 10" Rapid 1 - 15" Adj.		Crescent	AC10NKWMP AC-115	C-4	Drawer 6	
13.2.15	Wrench, Crescent, Heavy Duty	1 - 24" extra-long	1		Crescent	AC-124	C-4	Drawer 5	
13.2.16	Wrench, Pipe, Adjustable	1 - 10" 1 - 14"	1 - 10" 1 - 14"		Craftsman	MY51651 MY51652	C-4	Drawer 3	
13.2.17a	Wrench, Pipe, Heavy Duty	1 - pleated jaw with 20" chain	1		Rigid	4CW48	C-4	Drawer 3	
13.2.17b	Wrench, Pipe, Compound	1 - compound leverage	1		Rigid	31375	C-4	Drawer 3	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg. If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.2.18	Wrench, Universal, Bung	1 - drum ring and universal bung	1			BNW-LW	C-4	Drawer 3	
13.2.19	Wrench, Combination, Box End	1 set to consist of 13 different sizes from ¼" to 1".	1 Set of 13		Gearwrench	9312	C-4	Drawer 5	
13.2.20	Wrench, Combination, Industrial Sizes	1 Set to consist of 6 X-L sizes: 1 - 1 1/8" combination 1 - 1 1/4" combination 1 - 1 3/8" combination 1 - 1 1/2" combination 1 - 1 5/8" combination 1 - 1 3/4" combination	1 - 1 1/8" 1 - 1 1/4" 1 - 1 3/8" 1 - 1 1/2" 1 - 1 5/8" 1 - 1 3/4"		Gearwrench	9036 9038D 9062 9042 9046D 9050	C-4	Drawer 5	
13.2.21	Wrench, Socket Set	1 Set to consist of 45 sockets for both English and Metric, 3/8" drive	1 Set, Complete		Westward	4YP76	C-4	Drawer 7	
13.2.23	Chisel, Cold	Approx. 7" long x 7/8"	1		DASCO	417-0	C-4	Drawer 6	
13.2.26	Punch Pin, Spring Loaded	Approx. 5" long, center pin	1		ABN	ABN 0834	C-4	Drawer 1	
13.2.27	Tape, Measuring, Retractable	Metal or plastic, 24' minimum	1		Stanley	33-725	C-4	Drawer 7	
13.2.28	Tape, Measuring, Re-Wind	Non-metallic, 50' minimum	1 of 100' Length		Lubkin	706 D	C-4	Drawer 7	
13.2.29	Putty Knife	Scrapping, 2" wide, flexible	1		Hyde	06222	C-4	Drawer 6	
13.2.30	Knife, General Utility	Heavy duty for carpet, thick material, kit consists of two different sizes	1 Set of 2		Craftsman	94835	C-4	Drawer 2	
13.2.31a	Cutting, Bolt, Heavy Duty	Cuts bolts, locks, 26" long	1		Ridgid	14223	C-4	Drawer 8	
13.2.31	Shears, Cutting, Snips	For sheet metal, thick rubber	1		Craftsman	42798	C-4	Drawer 2	
13.2.32	Straps, Ratchet	Kit consists of 2 tie-downs, for plugging kits, 1" x 20', 1,000 lbs. rating	1 Kit				S-3	2	
13.2.33	Stop Watch	Digital or analog	1		Worksmart		C-4	Drawer 3	
13.2.33a	Clamps, T-Throat	Heavy duty "C" type, kit to include: 1 - 2 1/2" dia. 1 - 4 1/2" dia. 1 - 6" dia. 1 - 10" dia.	1 - 2 1/2" 1 - 4 1/2" 1 - 6" 1 - 10"		Kant Twist Clamp	407 415 421 435	C-4	Drawer 2	
13.2.33b	Puller, Nail	Approx. 10", puller and scraper bar	1		Craftsman	37332	C-4	Drawer 6	
13.2.33c	Saw, Hand	Coarse blade, 15" carpenters	1		Irwin	20111201	C-4	Drawer 7	
13.3.1A	Grounding Cable, Heavy Duty Clamps	1 Complete Kit, as described, with special clamps attached both ends.	2 - cables 10' 2 - cables 25'				S-3	2	
13.3.1B	Grounding Rod	1 - 5/8" dia, 6' long, tapered point	1			6256	TT-2		
13.3.1C	Grounding Rod Driver	Fits over end of grounding rod	1		Northwest HazMat	R-100	S-3	2	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.3.3	Vests, I.C., HazMat Group	1 complete set for the 8 positions	1 Set		Disaster Mgmt	633-92-298	C-1	3	
13.3.6	Non-Sparking, Hammer, Sledge	1 - 10 lbs., AMPCO Model: H-71FG	1		Ampco	2VJ11	C-3	2	
13.3.7	Non-Sparking, Hammer, Claw	1 - 16 oz., AMPCO Model: H-20FG	1		Ampco	3NY48	C-4	1	
13.3.10	Non-Sparking, Screwdriver, Chisel Point	Set of 3 different sizes: AMPCO Model: S-35, S-37, S-39	1 - 3/16" 1 - 1/2" 1 - 5/16"		Ampco	21XV86 46CO66	C-4	1	
13.3.11	Non-Sparking, Screwdriver, Philips Point	Set of 3 different sizes: AMPCO Model: S-1099A, S-1099, S-1100	1 - Size "1" 1 - Size "2" 1 - Size "3"		Ampco	4CZ89 4CZ88 4CZ91	C-4	1	
13.3.12	Non-Sparking, Pliers, Ordinary	1 - adjustable, 8" long, AMPCO Model: P-31	1		Ampco	4CZ84	C-4	1	
13.3.13	Non-Sparking, Pliers, Wire, Side Cutting	1 - side cutting, lineman, AMPCO Model: 35	1		Ampco	1TEB1	C-4	1	
13.3.14	Non-Sparking, Pliers, Long Nose	1 - needle nose AMPCO Model: P-326	1		Ampco	4CZ86	C-4	1	
13.3.17	Non-Sparking, Wrench, Bung, Universal	1 - AMPCO Model: W-56 1 - AMPCO Model: W-58-S	1 1		Ampco	2VJ22 4DC15	C-4	3	
13.3.18	Non-Sparking, Wrench, Crescent	1 - 8", AMPCO Model: W-71 1 - 12", AMPCO Model: W-73	1 1		Ampco	4DC25 4DC27	C-4	1	
13.3.20	Non-Sparking, Wrench, Pipe, Adjustable	1 - 10", AMPCO Model: W-211AL 1 - 14", AMPCO Model: W-212AL	1 1		Ampco	4RFP3 4RPC4	C-4	3	
13.3.26	Non-Sparking, Knife, Putty	1 - 2" wide, AMPCO Model: K-20	1		Ampco	4CZ72	C-4	1	
13.3.27	Non-Sparking, Shears, Cutting	1 - 8" long, snips, AMPCO Model: S-1126a	1		Ampco	4RPP3	C-4	1	
13.3.30	Refrigerator	Included in command cab as part of apparatus specifications	1	Included in Apparatus Specs.	Domotic		CAB		
13.3.30a	Wheel Chocks	Set of two, aluminum with handles	1 Set of Two						

EXTRA ITEMS from APPARATUS SPEC.

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
-	Streamlight, Hand Held	Hand-held LED flash light, Knuckle Head	5		Streamlight	91628			
-	Streamlight, Charger	Multi-gang charging unit	1		Streamlight	90401			
-	DOT Reflectors	Folding Triangle reflectors, DOT	3			1005			
-	Fire Extinguisher	In cab, portable fire extinguisher ABC	1						
-	Ladder	24' Extension	1						#176964
-	Ladder	14' Roof	1						#176963

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Migr, If Known	Model #, Cat. # and/or SKU #	STORAGE Comp. Tray	CA. State ID. Number
-	Ladder	10' Folding	1				Ladder Comp.	#176962

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "B"
INSURANCE REQUIREMENTS

Part of the Agreement through which the State makes a temporary transfer of vehicular equipment is the Agreement on the part of the ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of equipment, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead and agreeing to hold Cal OES harmless from any personal injury or property damage claims arising out of the maintenance, use or operation of the Apparatus.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURENCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the Apparatus including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

VEHICLE

2017 HME AHREMS-FOX Type II Hazardous Materials Vehicle

VALUE

\$538,000.00

License Number: _____

1527903

VIN Number: _____

44KFT4282HWZ22896

Engine Number: _____

HM -32

EQUIPMENT

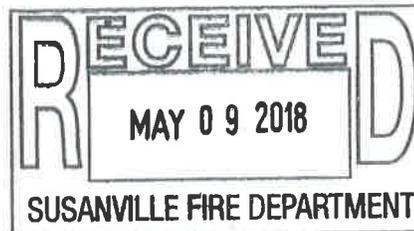
Hose and Appliances

\$262,000.00



May 4, 2018

James Moore, Fire Chief
Susanville Fire Department
1505 Main St
Susanville, CA 96130



Dear Chief Moore. *Jim*

Enclosed are two copies of the Assignment of Hazardous Materials Vehicle and Equipment Agreement covering the assignment of the Governor's Office of Emergency Services' (CAL OES) Hazmat vehicle No. 32 to the Susanville Fire Department.

Please have the authorized official sign both copies of the above-mentioned Agreement and return one original set to our office. CAL OES also requires that Susanville Fire Department provide us with a Certificate of Insurance or, letter certifying self- insurance, in accordance with Paragraph 18 or 19 at least 30 days prior to your transfer of the vehicle.

Please read the Agreement carefully and if you have any questions regarding this assignment, please feel free to contact our office.

If you have any questions regarding this assignment, please feel free to contact our office.

Sincerely,

[Signature]
KIM ZAGARIS
State Fire and Rescue Chief

KZ/sr
Enclosures

CC: Chief Mike Bradly, Region III Fire and Rescue Coordinator
Operations Chief, Bryan Layne, Lassen Operational Area Coordinator
Brain Woodback, CAL OES Deputy Chief of Operations
Larry Collins, CAL OES Duty Chief, Special Operation and Haz Mat Section
Ken Hood, CAL OES Assistant Chief for Region III
Pat Titus, CAL OES Assistant Chief for Region III

**AGREEMENT FOR
TEMPORARY ASSIGNMENT OF VEHICEL AND EQUIPMENT**

THIS AGREEMENT, entered into this 15th day of May, 2018 by and between the between the GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES)," and Susanville Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**ASSIGNEE**".

W I T N E S S E T H:

WHEREAS, the State of California has purchased fire apparatus and equipment for the purpose of responding to incidents in furtherance of the California Fire Service and Rescue Emergency Mutual Aid Plan; and

WHEREAS, **CAL OES** is authorized to assign these fire apparatus and equipment to local jurisdictions throughout the State under written agreements to be staged for **CAL OES** purposes and for use by local jurisdictions for the purposes described below; and

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows: **CAL OES**

1. ASSIGNMENT. **CAL OES** hereby transfers possession of the below identified Hazardous Materials Vehicle and equipment listed on the attached and incorporated by reference Exhibit "A" (hereinafter, collectively referred to as "Apparatus") to **ASSIGNEE** and **ASSIGNEE** hereby accepts possession from **CAL OES**.
 - a. Vehicle Description: **2017 HME AHRENS-FOX Type II Hazardous Materials Vehicle**
Vehicle Designation: **HM-32**
Vehicle License Number: **1527903**
Vehicle Identification Number: **44KFT4282HWZ22896**
Value of Vehicle: **\$538,000.00**
Value of Hose and Appliances: **\$262,000.00**
 - b. Equipment inventories (Exhibit "A") may by mutual written concurrence of the **CAL OES** and **ASSIGNEE** be changed during the term of this Agreement, utilizing property accountability procedures established or approved by the State.
2. TERM. The term of this Agreement shall commence on May 15, 2018 for ten (10) years unless terminated pursuant to the terms of this Agreement.
3. CONSIDERATION. Consideration for this Agreement is the mutual benefit the parties will enjoy by having the Apparatus locally available for use as provided in this Agreement.
4. HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT.
 - a. During the term of this Agreement, **ASSIGNEE** agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair the Apparatus and equipment at its sole cost and expense, except as otherwise expressly provided in this Agreement. **ASSIGNEE** also agrees to complete all reports and maintain records consistent with Section 16 and 17.

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

Apparatus shall be housed on property of the **ASSIGNEE** in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **ASSIGNEE**. Maintenance shall include care of batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, transmission, differential and all running gear, brake and exhaust systems, cooling devices including radiator, and equipment assigned to Apparatus.

b. Repairs to the Apparatus up to \$100.00 for each individual item of repair shall be the responsibility of **ASSIGNEE**.

c. Repairs to the Apparatus that exceed \$100.00 for each individual item of repair shall be the responsibility of **CAL OES** on a \$100.00 deductible basis, unless in the sole judgment and discretion of the **CAL OES** the need for repair results from misuse or negligence on the part of **ASSIGNEE** in the maintenance or use of the Apparatus, in which event the cost of each such item of repair above \$100.00 will be the responsibility of **ASSIGNEE**. In no event will **ASSIGNEE** arrange for repairs costing over \$100.00 for any item of repair, whether it is the responsibility of **CAL OES** or **ASSIGNEE**, without first obtaining written authorization from the **CAL OES** Fire and Rescue Division.

d. Notwithstanding the foregoing, replacement of batteries and tires for the Apparatus shall be the responsibility of **CAL OES**, except to the extent **CAL OES** determines that the damage thereto is the result of negligence or misuse on the part of **ASSIGNEE**, in which event **ASSIGNEE** will bear such portion of the replacement cost thereof as the **CAL OES** deems equitable. Procurement of tires and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the **CAL OES** Fire and Rescue Division prior to procurement.

e. Maintenance and repairs must be requested and authorized pursuant to the most recent version of the **CAL OES** Fire and Rescue Division Operations Bulletin #18, which is hereby incorporated into this Agreement by reference.

f. Repair or replacement of the Apparatus transferred hereunder which is lost, stolen, damaged, or destroyed during mutual aid operations when **CAL OES** has dispatched or directed the dispatch of the Apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **CAL OES** has reassigned said Apparatus, shall be the responsibility of **CAL OES**. If the loss or damage is due to the negligence of **ASSIGNEE**, **ASSIGNEE** shall be liable to the extent that the **CAL OES** deems equitable. **ASSIGNEE** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

g. A Smoke Opacity Test and Ladder Certification Test must be completed annually by **ASSIGNEE**. Calibration or recalibration of detection equipment shall be completed as required by the manufactures recommendation and/or by OSHA.

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

5. INSPECTION OF APPARATUS: **ASSIGNEE** agrees that representatives of the **CAL OES** Fire and Rescue Division and other authorized State personnel may inspect the Apparatus at any time.

6. USE OF THE APPARATUS: The use of the Apparatus is intended to provide for mutual aid, multiple alarm event and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, training of regular, volunteer and auxiliary firefighters and temporary standby for **ASSIGNEE**'s regular vehicle and the regular apparatus of other departments while out of service for repairs. The Apparatus is also intended for surge capacity and to fill in the gaps across the state where there is limited or no response capability. **CAL OES** reserves the right to dispatch the Apparatus at the discretion of the Director of **CAL OES**, his/her designated representatives, or the Operational Area, and Regional Fire and Rescue Coordinators. Reimbursements for such deployments use protocols in keeping with master mutual aid request and include funds for both overtime and backfilling for the deployed members on a portal-to-portal basis. **For uses other than when activated through CAL OES Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan**, any portion of the Apparatus assigned that cannot be decontaminated, or is disposable and cannot be reused, will be billed to the responsible party at current cost for replacement. The **ASSIGNEE** will pursue these costs from any identified responsible parties. In either case the **ASSIGNEE** will immediately notify the Operational Area Dispatch Center or **CAL OES**. The **ASSIGNEE** further agrees that Cover-in or Standby of an assigned Apparatus exceeding 90 days is at the discretion of the **CAL OES**.

7. OPERATING PROCEDURES: The **ASSIGNEE** will develop and implement written operating procedures consistent with approved FIREScope Type II Hazardous Materials Team operational and safety practices and with **CAL OES** operating procedures that provide clear instructions for safely conducting activities involved in each Vehicle Personal Protective Equipment (PPE) and Specialized Equipment.

8. TRAINING AND STAFFING OF THE APPARATUS:
 - a. **ASSIGNEE** will staff the apparatus per FIREScope Type II Hazardous Material ICS standards (<http://www.firescope.org/>). All personnel assigned to the Apparatus must meet California Hazardous Materials Type II Response Training requirements and ICS standards established in Title 8, Industrial Relations Section 5192. The list of personnel that the **ASSIGNEE** selects for training must be submitted at a minimum of thirty (30) days prior to the start of the class for approval by **CAL OES** Fire and Rescue Division.

 - b. **ASSIGNEE** will ensure that continual training is conducted so that the requisite number of certified Hazardous Materials Specialists will at all times be available to staff and operate the Apparatus, including when the Apparatus and its staff are activated through **CAL OES** Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan.

 - c. Upon such activation by **CAL OES** Fire and Rescue, **ASSIGNEE** will provide a minimum of five staff to the Apparatus who are certified Hazardous Materials Specialists, one of whom must be trained to the minimum of Assistant Safety Officer HazMat per ICS-HM-222-5, and meeting or having the equivalent to the requirements found in Title 19 CCR 2520(r).

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

Additionally, the five staff provided by ASSIGNEE upon activation by CAL OES Fire and Rescue must have the following minimum qualifications:

- i. Must be capable of identifying known and unknown chemical substances using a variety of identification methods, procedures, kits, and devices;
- ii. Must be able to utilize electronic detection and continuous monitoring systems;
- iii. Must be able to employ proper methods for substance capture, evidence collection, sampling, and labeling;
- iv. Must be able to utilize radiological detection devices for alpha, beta, and gamma threats;
- v. Must be able to ensure proper selection, use, and care of specialized chemical protective clothing, including totally encapsulating vapor protection, liquid-splash protection, cryogenic liquids protection, and ultra-high temperature protection; and
- vi. Must be able to use the most up to date technical reference material and chemical database information, including chemical and physical property research, and vapor plume and mapping over-lay programs.

d. The ASSIGNEE shall provide a staffing roster of 17 certified Hazardous Materials Specialists. The staffing roster must allow five certified team members on three shifts as well as an additional two-team members due to day off and leave occurrences. Further, the personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident.

9. HAZARDOUS MATERIALS REFRESHER TRAINING: ASSIGNEE agrees to participate in annual Hazardous Materials refresher training in the form of continuing education and training to be scheduled cooperatively between the ASSIGNEE and the CAL OES Fire & Rescue Division. The ASSIGNEE shall prepare and maintain a record which contains the identity of the employee, the date of Apparatus operations training, total number of training hours, and the means used to verify that the employee understood the training. Refresher training shall be properly documented to the satisfaction of CAL OES, and shall be shared with the CAL OES Fire & Rescue Division using procedures developed mutually by the ASSIGNEE and CAL OES.

10. APPARATUS OPERATION REFRESHER TRAINING: ASSIGNEE agrees to conduct Apparatus operations training annually or more often, if necessary, to each employee involved in operating the Apparatus to ensure that the employee understands and adheres to the current operating and safety procedures. CAL OES and the ASSIGNEE, in consultation with the employees involved with operating the Apparatus, will determine the appropriate frequency and type of continuing education and training for Apparatus operation. ASSIGNEE shall verify that each employee involved in operating the Apparatus has received and understood the Apparatus

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

operation continuing education and training requirements. The **ASSIGNEE** shall prepare and maintain a record which contains the identity of the employee, the date of Apparatus operations

training, total number of training hours, and the means used to verify that the employee understood the training. Refresher training shall be properly documented to the satisfaction of **CAL OES**, and shall be shared with the **CAL OES** Fire & Rescue Division using procedures developed mutually by the **ASSIGNEE** and **CAL OES**.

11. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND SPECIALIZED EQUIPMENT: It shall be the responsibility of **CAL OES** to provide response personnel with all other PPE that may be required by NFPA 1991 and 1992, other NFPA Standards, and California Title 8. It shall be the responsibility of **CAL OES** to provide all response equipment listed for the Apparatus in the FIRESCOPE STANDARDIZED HAZARDOUS MATERIALS TYPE II EQUIPMENT LIST which is located at <http://www.firescope.org/>.
12. DISPATCHING: All movement of the Apparatus shall be handled through the official dispatching channels of **ASSIGNEE**. **ASSIGNEE** dispatchers will recognize and act on all official requests for movement of the Apparatus in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **CAL OES** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the Apparatus whenever the Apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the CAL OES. The **ASSIGNEE** shall immediately notify **CAL OES** when the Apparatus is dispatched to (local or regional) emergencies other than that for State Mutual Aid. The **ASSIGNEE** shall notify the **CAL OES** Fire & Rescue Division when the Apparatus is used for exercises or to conduct training.
13. MUTUAL AID RESPONSE: Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.
14. REIMBURSABLE RESPONSE: Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, Emergency Management Assistance Compact, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.
15. TRAINING COST:
 - a. **CAL OES** will pay for the training, outlined in paragraph 8 above, which includes tuition, in-state travel, and backfill. Travel costs are calculated using the established rate based on the current California Fire Assistance Agreement with **CAL OES** Fire and Rescue Division. In the event that an agency-identified individual does not attend or is unsuccessful in completing any training paid for by **CAL OES** the **ASSIGNEE** will be responsible for all costs including backfill, travel, and tuition. All costs for training, including travel and backfill, must be preapproved in writing by **CAL OES**.
 - b. If training is less than 50 miles from home fire station backfill will cover 12 hours the member is in training status. If training is more than 50 miles, backfill will cover all of the scheduled hours in training and travel of that member.

State of California.
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

c. Those receiving the reimbursable training are, expected to fulfill a minimum 1 (one) year commitment. ASSIGNEE will be required to reimburse CAL OES for those who attended the reimbursable training but did not fulfill the minimum time commitment so those funds can be used to train another team member.

16. REPORTS AND RECORDS: ASSIGNEE shall maintain daily and monthly reports on the details of Apparatus use on CAL OES F-101 Form. Written results of all tests and reports shall be forwarded to CAL OES' Fire and Rescue Division (Special Operations and Hazardous Materials Section), by the end of the calendar year. The most recent copies of the tests and reports shall be maintained in the Apparatus logbook.
17. REPORT OF ACCIDENTS: ASSIGNEE shall immediately notify the CAL OES Fire and Rescue Division following any and all accidents involving the Apparatus. It shall be the responsibility of ASSIGNEE to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the ASSIGNEE and the original and four copies forwarded to CAL OES.
18. INSURANCE PROTECTION (Non- State Agencies):
- a. ASSIGNEE agrees forthwith to furnish evidence of insurance protecting the legal liability of the ASSIGNEE and CAL OES for liability and/or property damage with a combined single limit of \$1,000,000.00 per occurrence, by means of a Certificate of Insurance naming the State of California as Additional Insured. Said certificate shall contain an Agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the CAL OES and that CAL OES is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number, and CAL OES unit number.
- b. In the event the ASSIGNEE is self-insured, ASSIGNEE in lieu of a certificate of insurance shall furnish CAL OES a written statement of such fact. In such event, ASSIGNEE agrees to hold the CAL OES harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the Apparatus under the terms of this Agreement.
- c. Physical damage insurance, including collision coverage and comprehensive coverage, must be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, ASSIGNEE is responsible for returning Apparatus to original standard. The description of the Apparatus and the necessary amount of insurance required is outlined in attached Exhibit "B" which is by this reference made a part hereof.
19. INSURANCE PROTECTION (State Agencies): Any insurance necessary for coverage of the Apparatus will be the sole responsibility of the department having custody of the Apparatus, including when it directs, dispatches, and controls the use of the Apparatus. ASSIGNEE agrees to report Apparatus as being under its control to the Insurance Officer, Department of General Services.

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

20. TERMINATION OF AGREEMENT:

- a. Either party may terminate this agreement upon fourteen (14) days' written notice to other party.
- b. **ASSIGNEE** may relinquish and **CAL OES** may repossess the Apparatus at any time for any reason upon fourteen (14) days' notice to the other party.
- c. **CAL OES** may repossess any portion of the Apparatus without written notice whenever it deems the same is not being maintained or used in accordance with this agreement.
- d. Upon the termination of this agreement, **ASSIGNEE** agrees to return the Apparatus in the same condition as received with reasonable wear and tear excluding damage due to acts of God and conditions over which **ASSIGNEE** has no control.
- e. As inventory changes occur, or items of equipment are replaced, deleted or added by **CAL OES** or replaced by **ASSIGNEE**, it is mutually agreed that it will be concurrently documented and added as an exhibit to this agreement. **ASSIGNEE** further agrees that all replacements for equipment or the Apparatus will be made with identical or substantially like items as approved by the **CAL OES**.
- f. Nothing in this agreement shall be construed to create a new property interest or right of action for the **ASSIGNEE**.

21. UNAUTHORIZED USE OF CAL OES APPARATUS AND EQUIPMENT: Use of this Apparatus other than as specified in this Agreement will be considered a breach of this Agreement.

22. USE OF RADIO EQUIPMENT:

- a. **CAL OES** will furnish at **CAL OES'S** sole cost, radio equipment installed in the Apparatus to be operated on the following frequencies: 151.145 - 170.925.
- b. **CAL OES** agrees to maintain said equipment without cost to **ASSIGNEE**.
- c. The **ASSIGNEE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.
- d. **CAL OES** remains the owner of all radio equipment provided to **ASSIGNEE**, and all applications to the Federal Communications Commission seeking authority to add modify or replace radio equipment covered by this agreement shall be made by **CAL OES**. To activate this agreement and in compliance with the control requirements of the Communications Act of 1934, as amended, **CAL OES** hereby deputizes the Chief of **ASSIGNEE**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief as his agents to operate said radio equipment as specified in paragraph "c" above.

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

23. Assumes No Liability: **CAL OES** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation as a result of **ASSIGNEE** furnishing or supplying work, services or material or services in connection with the performance of this Agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.
24. NOTIFICATION PROTOCOL: All notices must be made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **ASSIGNEE** at the Susanville Fire Department, 1505 Main St Susanville, CA, 96130 and to **CAL OES** Fire and Rescue Division at 3650 Schriever Ave., Mather, CA 95655. Nothing herein contained shall preclude the giving of any such notice by personal service.
25. ALTERATION: It is mutually understood and agreed that this agreement cannot be amended or changed unless amended in writing and signed by the parties hereto. All prior oral agreements are superseded by this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement upon the date first above written.

ASSIGNEE:

Susanville Fire Department

By _____
Kathie Garnier, Mayor Susanville

CAL OES:

Mark Ghilarducci
Director,
Governor's Office of Emergency Services

By  4/5/18
Kim Zagaris, State Fire and Rescue Chief



CALIFORNIA OFFICE OF EMERGENCY SERVICES

Fire and Rescue Division
 3650 Schriever Ave
 Mather, CA. 95655
 Phone (916) 845-8711
 Night-Weekends: (916) 845-8911
 Fax: (916) 845-8396



MASTER HAZARDOUS MATERIALS EQUIPMENT INVENTORY SPREADSHEET

EXHIBIT A
 AGREEMENT for TEMPORARY TRANSFER of VEHICULAR EQUIPMENT
 HM-32

Agency Name:	Susanville Fire Dept.		Operational Area:	Lassen Co.	Operational Identifier:	XLS	Agency Designator:	SUS
Vehicle I.D. Number (VIN):	44KFT4282HWZ22896		Ca. Lin Number	1527903	HM-32	Region III		

FIELD TESTING - SEL Category 1

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr. If known	Model #, Cat # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
1.1.1	Test Strips, pH Paper	Packet, 1/2" x 3" tabs	1 Pkt		Whatman	100-12V-100	C-1	1	
1.1.3	Test Strips, Oxidizer	Packet, approx. 1/4" x 3"	1 Pkt		Enquant	160-24V-100	C-1	1	
1.1.4	Test Strips, Peroxide	Packet, approx. 1/4" x 3"	1 Pkt		Enquant	PER-400-1V-50	C-1	1	
1.2.2	Industrial Chemicals, Unknowns Test Kit	Qualitative analysis of unknown substances	1 Kit		Haz-Tec	KT-7003	C-1	1	#176966
1.2.3	PCB Chemicals Test Capability	Stand-alone test kits, or 1.2.2 may satisfy, at least 1 kit.	1 Kit		Dexil	CL-020	C-1	1	
1.3.3	Spectroscopy, Infra-Red	Scans unknowns and compares data in database to identify.	1 Unit		Smiths' Detection	Model: HazMatID Elite Inst SN: 004390616 Laptop Model: Dell, Latitude E5450	C-3	1	#176968
1.4.3	Colorimetric Kit; Multi-Sensing	Detection tube kit, tubes are chemical specific	1 Kit		Dräger	: 405609	Laptop is in Data Rack	C-3	#176967
								1	#176969

AIR MONITORING – SEL Category 2

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr. if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
2.1.1	OSHA Standard 4-gas	Oxygen Presence in %, LEL in %, CO presence; H ₂ S presence	1 Unit		RKI	Model: GX-2012 SN- 610040952RN	CAB	Desktop	#176970
2.1.2	Calibration Kit for 2.1.1	As required or recommended by mfr.	1 Unit		RKI	Model: SDM-2012 INST No.5X0040090 ID	Not to be on rig		#176971
2.2.1	Volatile Vapors, in ppm.	Combustible atmospheres (VOC)	1 Capability		RAE	Model: UltraRAE 3000 SN-596-907915	CAB	Desktop	#176972
2.2.1	Toxic Vapors, in ppm	Toxic industrial chemicals (TIC)	1 Capability		RAE	Model: ToxiRAE Pro PGM-1860 SN-6024005341	CAB	Desktop	#176973
2.2.2	Aromatic Hydrocarbons	Benzene and other "ring" hydrocarbons, Xylene; May be incorporated as part of #2.2.1.	1 Capability		RAE	Model: UltraRAE 3000 SN-596-907915	Not to be on rig		#176972
2.2.4	Calibration Kit(s)	As required or recommended by mfr. See 2.3.16	1 Unit			Controller DKS-6000 SN-T021001829	Not to be on rig		#176412
2.3.1	Ammonia	Detects ammonia in ppm, range 0 to 100 ppm.			RAE	UltraRAE			#176411
2.3.2	Freon Refrigerants	Detects presence only.	Must have capability for each, one device may suffice		Agile	UEI: 47161	Not to be on rig		#176974
2.3.3	Halogen Gases	Specifically Chlorine.			RAE	ToxiRAE Bottle: B163.15			
2.3.4	Phosphine	Detects presence only.			RAE	ToxiRAE Bottle: C213.15			
2.3.16	Calibration Kit for RAE	As required or recommended by mfr.	1 Unit		RAE		C-3	1	#176413

SAMPLING – SEL Category 3

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr. if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
3.1.1	Coliwasa Tubes	Disposable; Glass or clear plastic, approx..43", 225 ml capacity	1 Case of 12				S-2	3	
(3.1.5)	Sampling Kit	Contents listed on the container					C-2	3	
3.1.5 or 3.1.6	Pipette, Transfer	Plastic, Disposable, 15 cm long 5 to 8 ml capacity, or 30 cm long 20 ml capacity	1 Case of 400				C-2	3	
3.1.10	Test Tubes	Disposable, borosilicate, approx.. 12-14 ml capacity.	4 Boxes of 250				C-2	3	
3.1.11	Swab, Sterile	Non-organic single use swab.	1 Box of 6				C-2	3	
3.1.12	Sponge, Sealed	For surface swipe.	1 Set of 2				C-2	3	
3.1.15	Environmental Dipper	Telescopic to 24"; with 500 ml cup or swivel ladle.	1 Unit				C-4	9	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
3.1.16	Tongs, Beaker	PTFE coated, approx. 9 1/2" long	2				C-2	3	
3.1.17a	Tongs, Crucible	Stainless steel	1				C-2	3	
3.1.17b	Tongs, Flask	Metal	1				C-2	3	
3.1.19	Forceps	Steel, coated or uncoated; or plastic, 3 3/4" to 5 1/2" long	1 Pkg. of 2				C-2	3	
3.1.20	Funnel	1-2" 1-3" 1-4"	3 (1 of each size)				C-2	3	
3.1.24	Spatula, Sampling, "V" type	Large plastic or metal, approx. 6" to 11" long	1 Pkg of 6				C-2	3	
3.1.25	Spatula, Sampling, Micro	Small, Teflon coated, approx. 7 1/2" long	1				C-2	3	
3.1.26	Spoon, Plastic	Polypropylene, approx. 7" handle, in four sizes (1/4 teaspoon, 1/2 teaspoon, 1 teaspoon, 1 tablespoon.)	1 Set of 12				C-2	3	
3.1.27	Scoop	Small, sterile, 2 oz.	1 Pkg of 10				C-2	3	
3.2.1	Pump, syphon	Product transfer, with hose, capacity and quality as described in the SEL.	1 Hand Pump				S-4	3	
3.2.7	Pump, Diaphragm, hand	Push-Pull with 2 lengths 1 1/2" hose & connections, 15 GPM	1 Pump System				S-4	3	
3.3.2	Sample Jars, Clear	4 oz. to 8 oz. each, wide mouth, Sterile to EPA Protocol B, 12 min.	1 Box of 24				C-2	3	
3.3.4	Sample Jars, Amber	4 oz. to 8 oz. each, wide mouth, Sterile to EPA Protocol B, 4 minimum	1 Box of 24				C-2	3	
3.3.7	Sample Vials, Clear	1.3 oz. capacity, Teflon lid, 1 case of 12	1 Case				C-2	3	
3.3.8	Stoppers, Conical	Assortment from #000 to #6 (9 sizes)	1 Kit of at least 5 different sizes				C-2	3	
3.3.9	Bags, Plastic, Zip-Loc type	Small, Medium, and Large sizes, as per description	1 Kit of 24 representing all 3 sizes				C-2	3	
3.3.10	Bags, Evidence	Tamper-Proof, Self-Dealing, 7" x 4" or larger	1 Set of 12				C-2	3	
3.3.11	Labels, Ordinary	Self-adhesive, blank, address type	1 Kit of 50				C-2	3	
3.3.15	Labels, Evidence Seals	Tamper-proof seals, minimum 25	1 case of 100				C-2	3	
3.3.16	Pens, Marking, Paint	Permanent marking, enamel paint	4				C-2	3	
3.3.17	Pens, Marking, Indelible	Permanent Marking, "Sharpie" type	6				C-2	3	
3.3.18	Chain of Evidence Forms	Documents movement of evidence	1 Kit of 20				C-2	3	
3.3.19	Photo, Camera	Digital, 4 megapixel or better	1				In Data Rack		

RADIATION MONITORING - Category 4

Inv. #	Item Name	Description	Requirement	Vendor	Mfgr.	Model #, Cat. #	STORAGE	CA. State ID.

	(Units, Kits)	Supplier	If Known	and/or SKU #	Comp.	Tray	Number
4.1.5	1 Kit Complete	Includes: 4.1.1, 4.1.2, 4.1.3	Ludlum 2441-2RK	SN-320111	C-3	1	#176975
4.3.1	5 Separate Units		DosRAE-2 Model: PRIM-1200	SN-03520272T7 SN-03520080T7 SN-03520025T7 SN-03520041T7 SN-03520031T7	In chargers in the Data Rack		
4.3.1a	1 ea, total of 5		DosRAE	SN-144T5W1143 SN-144T5W1122 SN-144T7W1320 SN-144T5W1135 SN-144T7W1319	In the Data Rack		

CHEMICAL PROTECTIVE CLOTHING - Category 5

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
5.1.2	Vapor Protective, Encapsulating	NFPA 1991 compliant, + flash fire	LG LG XLG XLG		Saint Gobain	F-7233 F-7230 F-7443 F-7329	S-1	2	
5.1.6	Pressure Test Kit	Test for suit leakage	1 Kit		Saint Gobain		C-1	2	#176976
5.2.2	Liquid Splash, WMD Class 3	NFPA 1994 compliant, + Class 2 or 3	4 Sets		Kappler Zytron 300	Z3H426-92	C-1	3	
5.3.1	Liquid Splash, Limited Use	Single use, disposable Tyvek	10 Sets (22 Total)	See Also #10.2.11	DuPont Tyvek	TY-198S-WH	S-1	2	

ANCILLARY PROTECTIVE EQUIPMENT - Category 6

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
6.1.1	Replacement Glove, 1991	Replacements for NFPA 1991 suit	4 Sets		Saint Gobain	22405M 22406M	C-1	4	
6.1.2	Replacement Glove, 1994	Replacements for NFPA 1992 or 1994 garments, 4 sets minimum	1 Dozen		ShowaBest	Chloroflex 723	C-1	4	
6.1.3	Under-Glove	Additional disposable single use	1 Set of 24 Pair		North SilverShield	WPL262	C-1	4	
6.1.4	High Temperature Protective	Protects up to 1,500 degrees F, 2 pair total, one size fits all	2 Pair		ZetexPlus	Z-Flex 302LG Z-Flex 202XL	C-1	4	
6.1.6	Ultra-Cold Protective	Cryogenic liquids, temperatures, 2 pair total	1 Pair - LG 1 Pair - XLG		Cryo-Glove	EBLWP-9 EBLWP-10	C-1	4	
6.2.1	Boots, Chemical Resistant	For use with 1991 or 1994 garments, NFPA 1991 compliant, 5 pair total	2 Pair - Size 10 1 Pair - Size 11 1 Pair - Size 12 1 Pair - Size 13		Tingly	HazProof	C-1	2	
6.3.1	Helmet	Falling object protection, in suit	5 Sets		MSA	"V"-Guard 475359	C-1	2	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
6.3.2	Goggles	Eye protection, haz-cat, sampling	5 Sets 1 Pair - 42Reg 1 Pair - 42Lng 1 Pair - 44Reg 1 Pair - 44Lng 1 Pair - 46Reg		Crews	2230R	C-2	3	
6.4.1	Undergarment, Fire Resistant	Jumpsuit style, NFPA 2112 Compliant total of 5, in 5 sizes			Bulwark Protective	Ignifuge CEC 2RB5	C-1	3	

TECHNICAL REFERENCE and COMPUTER SUPPORT - Category 7

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
7.1.1	DATABASE TYPE: Chemical and Physical Properties PRINTED	NIOSH Pocket Guide to Chemical Hazards (NIOSH) Dangerous Properties of Industrial Chemicals (SAX) Condensed Chemical Dictionary (Hawley's) The Merck Index Fire Protection Guide to Hazardous Materials (NFPA)	1 Copy 1 - 5 Vol. Set 1 Copy 1 Copy 1 Copy	CalOES F&R	U.S. Printing Wiley Wiley Merck Co. NFPA	GPO-017-033-00500-1 ISBN 978-0-470-62325-1 ISBN 978-0-471-76865-4 ISBN 978-1849736701 ISBN 978-161665041-4	CAB CAB CAB CAB CAB	Shelf 3 Shelf 3 Shelf 3 Shelf 3 Shelf 3	
7.1.2	GUIDEBOOK TYPE: Initial Intervention Recommendations PRINTED	Emergency Response Guidebook (DOT) Emergency Handling of Hazardous Materials (AAR)	1 Copy 1 Copy	CalOES F&R CalOES F&R	DOT AAR		CAB CAB	Shelf 3 Shelf 3	
7.1.3	SPECIALTY TYPE PRINTED	Chemical Synonyms and Trade Names (Gardner's) Guide to Chemical Incompatibilities (Wiley) Rail Tank and Freight Car Manual (GATX) Handbook of Reactive Chemical Hazards (Bretherick)	1 Copy 1 Copy 1 Copy 1 Copy/2 Volumes		Wiley Wiley CalOES F&R	ISBN 0-566-08190-3 ISBN 978-0-470-38763-4	CAB CAB CAB	Shelf 3 Shelf 3 Shelf 3	
7.1.4	REGULATORY TYPE: Government Codes, Standards PRINTED	CFR Title 29 (OSHA), Includes Part 1910.120 CFR Title 49 (DOT), Includes Parts 100-185 NFPA Standard 472 NFPA Standard 1991 NFPA Standard 1992	1 Copy 1 Copy/2 Volumes 1 Copy 1 Copy 1 Copy		Butterworth Pub NFPA NFPA NFPA	29CFR 49CFR 472 1991 1992	CAB CAB CAB CAB CAB	Shelf 3 Shelf 3 Shelf 3 Shelf 3	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
		NFPA Standard 1994	1 Copy		NFPA	1994	CAB		
		NFPA Standard 2112	1 Copy		NFPA	2112	CAB		
7.1.5	REGULATORY TYPE: Response Plans, Guidelines PRINTED	Hazardous Materials Incident Contingency Plan (CalOES) Operational Area (Local or County) Hazardous Materials Emergency Response Plan	1 Copy	CalOES F&R	CalOES		CAB		
7.1.6	WMD Chemical/Biological	Handbook of Chemical and Biological Warfare Agents (Ellison)	1 Copy	CalOES F&R	Local		CAB		
7.2.1	DATABASE TYPE: Chemical and Physical Properties ELECTRONIC	Dangerous Properties of Industrial Chemicals (SAX) - AND Condensed Chemical Dictionary Properties of Hazardous Industrial Materials (Cooper) CHRIS Manuals (U.S.C.G.)	1 CD		CRC Press	ISBN0-8493-2803-9	CAB		
7.2.2	GUIDEBOOK TYPE: Initial Intervention Recommendations ELECTRONIC	Material Safety Data Sheets	Off Internet		Sciencelab.com		CAB		
7.2.3	SPECIALTY TYPE: ELECTRONIC	Crop Protection Handbook CD (Meister) with printed volume Dictionary of Chemical Names and Synonyms (Synapse) Specialty Chemicals Electronic Source (Synapse) Chemical Mfrs. of Trade Name Chemical Products (Synapse) Industrial Chemical Thesaurus (Synapse)	Not Available 1 CD 1 CD 1 CD 1 CD			(No Longer Available) 978-1-890595-08-1 7998-08X-10878 978-1-934764-18-3 7709-183-???? 978-1-890595-58-6 6304-586-9690 8409-06X9978	CAB CAB CAB CAB		
7.2.4	WMD Chemical / Biological	CoBRA, Subscription, Software	1 Subscription	Yearly Subscription	TriCon Environmental	V 4.4.3.4	CAB	On Comp uter	
7.3.1	Basic Platform, Database Air & Plume Modeling, Overlay Mapping Overlays	CAMEO, Internet download, software ALOHA, Internet download, software MAR-PLOT, Internet download, software	1 Program 1 Program 1 Program	NOAA off Internet NOAA off Internet NOAA off Internet			CAB CAB CAB	On Comp uter On Comp uter	
7.4.1	Computer		1 Unit	Included In Apparatus Specs.	GETAC B-300	SN-46380883	CAB	In Data Rack	#178509

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
7.4.1a	Mouse	Wireless	1 Unit		Targus Model: AMW50US		CAB	In Data Rack	
7.4.1b	Keyboard	Wireless	1 Unit		Targus Model: AKB33US		CAB	In Data Rack	
7.4.1c	Monitors	LED	2 Units		Samsung Model: SE310H Series	SN-ZZCNH4LH605245F SN-ZZCNH4LH605253J	CAB	On Desktop	#176953 #176954
-	Television	LED	1 Unit		Samsung Model: UN24H4000FXZA	SN-030R3CKGC02091M	CAB	Wall Mount	#176955
7.4.2	Printer, Color	Print, Copy, Scan	1 Unit	Included In Apparatus Specs.	HP Laser Jet	Model: M177fw SN-CN5CC1G0ZD	CAB	On Data Rack	#176952
7.4.3	Scan Capability	Is built into the Printer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.4	Copy Capability	Is built into the Printer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.6	Access onto Internet	Subscription to a Provider, Verizon, 4G LTE	1 Capability	Yearly Subscription					
7.4.8	Hardware, Graphics Card	Is built into the Computer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.11	Hardware, DVD Drive	Is built into the Computer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.12	Hardware, USB Ports	Is built into the Computer, N.A.	N.A.	Included In Apparatus Specs.					
7.4.13	Software, Operating System	WINDOWS® 10	1 Program						
7.4.14	Software, Document Processing	Microsoft WORD®	1 Program						
7.4.16	Software, Protection	Norton SECURITY®, subscription	1 Subscription						
7.4.16a	Software, Acrobat Reader	Provides PDF format, download	1 Capability	Off Internet					
7.4.16b	Software, JAVA Reader	Provides JAVA SCRIPT®	1 Capability	Off Internet					
7.4.16c	Software, Internet Browser	Microsoft Internet Explorer	1 Capability	Off Internet					

SPECIAL CAPABILITIES - Category 8

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, if Known	Model, Cat. # or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
8.1.2	Light Amplification	Night Vision Scope, Monocular with additional 5X interchangeable lens	1 Unit 1 Telephoto Lens	Scope Lens	Armasight N-14 Armasight Lens	Model: 4-14 SN-5847786 Lens SN-201701135	C-3	1	#176977

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model, Cat. # or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
8.1.8	Infra-Red Scope w/ Distance Meter	Temperature sensing, surface, with mini-tripod and carrying case.	1 Unit 1 Mini-Tripod 1 Case		Omega	OS5 33E-DM SN-16098662	C-3	1	#176978
8.1.15	Sound Sensing	Ultra-Sonic with headphone set	1 Unit		Infocon	Ultra-Sonic SN-16311063	C-3	1	#176979
8.2.2	Weather Station, Wireless Kit - Compatible with CAMEO	Wind speed & direction, temperature, barometric, humidity + software	1 Complete Kit		Coastal Environmental	SN-673 SN-0000424	C-3	1	#176980
							TC-2		#176410

INTERVENTION - Category 9

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
9.1.1	Neutralization - Acids	XSORB® Acid Neutralizer	1 Bag 1.75 cu. ft.		XSORB	SKU XB110N	S-3	1	
9.1.2	Neutralization - Caustics	XSORB® Caustic Neutralizer	1 Bag 1.75 cu. ft.		XSORB	SKU XB110B	S-3	1	
9.1.3	Encapsulating Powder, General Purpose	XSORB® II Super Encapsulator	1 Bag 2.0 cu. ft.		XSORB	SKU XB110P	S-3	1	
9.1.4	Encapsulating Powder, Aldehydes	CLIFT® Formaldehyde Eater	1 Pail 5 Gallon		Global Industries	WYB794422	S-3	1	
9.1.5	Encapsulating Powder, Non-Polar Only (Solvents)	XSORB® Select Oil	1 Bag 1.75 cu. ft.		XSORB	SKU XB110S	S-3	1	
9.1.6	Fire Extinguisher, Class "D"	For Metal Fires	30 lbs. Capacity	Included in Apparatus Specs.			C-4	8	
9.2.1	Absorbent, Non-Polar (Solvent), Pads or Rolls	XSORB® FiberDuck Oil Absorbent, 18" x 18" pads	1 Pkg of 100		XSORB	SKU RPPSB12	S-1	2	
9.2.2	Absorbent, General Purpose, Pads or Rolls	XSORB® FiberLink HazMat Bonded, 18" x 18" pads	1 Pkg of 100		XSORB	SKU PPHB	S-1	2	
9.2.3	Absorbent, Non-Polar (Solvent), Socks	XSORB® Select Oil Sock, 3" x 10'	1 Pkg. of 40 feet		XSORB		S-1	2	
9.2.4	Absorbent, General Purpose, Socks	XSORB® Universal Sock, 3" x 10'	1 Pkg of 40 feet		XSORB		S-1	2	
9.2.5	Absorbent, Non-Polar, (Solvent), Pillows	XSORB® Select Oil Pillow	1 Case of 10		XSORB		S-1	2	
9.2.6	Absorbent, General Purpose, Pillows	XSORB® FiberLink Universal Pillow	1 Case of 10		XSORB		S-1	2	
9.2.8	Absorbent, Mercury Spills	Mercury Eater, with at least 500 grams mercury absorbing powder	1 Kit Complete		Clift Industries		S-3	1	
9.2.11	Pipe, Assortment, Plastic	Three different diameters, 8' long ea.	1 Set		Charlotte Pipe		Ladder Comp.		
9.3.1	Chlorine Kit "A"	For 150 lb. cylinders, Indian Springs	1 Kit		Indian Springs Mfg.	SN-A17586	S-2	2	#176981
9.3.2	Chlorine Kit "B"	For one ton cylinders, Indian Springs	1 Kit		Indian Springs Mfg.	SN-B17335	S-2	2	#176982

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
9.3.3	Chlorine Kit "C"	For rail tank cars, Indian Springs	1 Kit		Indian Springs Mfg.	SN-C6025	S-2	1	#176983
9.3.3a	Pressure Gage for "C" Kit	Gage for chlorine rail tank cars	1 Unit		Indian Springs Mfg.	CG-400	S-2	3	
9.3.5	Sulfur Dioxide Upgrade for "A"	Special gaskets for the "A" kit	1 Kit		Indian Springs Mfg.		S-2	2	
9.3.6	Sulfur Dioxide Upgrade for "B"	Special gaskets for the "B" kit	1 Kit		Indian Springs Mfg.		S-2	2	
9.3.7	Sulfur Dioxide Upgrade for "C"	Special gaskets for the "C" kit	1 Kit		Indian Springs Mfg.		S-2	1	
9.3.9A	Universal Tank Car Kit, Box 1 of 3						S-4	1	#176984
9.3.9B	Universal Tank Car Kit, Box 2 of 3	Midland® ERK, in 3 boxes	1 Kit Complete (In 3 Boxes)		Midland	B-243ERK ALJ037	S-2	1	#176985
9.3.9C	Universal Tank Car Kit, Box 3 of 3						S-2	1	#176986
9.3.10	Pipe, Patch & Repair	Edwards & Cromwell Kit "C-2"	1 Kit		Edwards & Cromwell	"C-2"	C-1	1	#176987
9.3.13	Pipe, Clamp, Gas, Mechanical	Squeezing shut 2" gas line, Mustang®	1 Tool		Mustang	DBS-20C	C-2	3	#176988
9.3.16	Pipe, Patch, Liquid, Pneumatic	Bandage wrap inflates with air, Vetter® Leak Sealing Bandage	1 Kit		Vetter #1500013900	SN-03162014	C-2	3	#176989
9.3.17	Patch, Tanker, Liquid	For tank trucks, Edwards & Cromwell kit "F"	1 Kit		Edwards & Cromwell	"F"	C-1	1	#176990
9.3.18	Patch, Tanker, Liquid, Pneumatic	For tank trucks, Vetter Leak Sealing Bags kit #1500005302	1 Kit		Vetter #1500005302	SN-06161286	C-2	3	#176403
9.3.18a	Patch, Tanker, Liquid, Magnetic	For tank trucks, Miko® Tank Sealer Kit	1 Kit		Miko	SN-10200632	S-1	1	#176404
9.3.24	Patch, Drum, Liquid, Pneumatic	For small tanks, drums, Vetter Mini Leak Sealing Bags, 1500009400	1 Kit		Vetter #1500009400	SN-06161283	C-2	3	#176401
9.3.26	Patch, Drum, Liquid, Compression	Various round, tapered, "T" bold, and wood dowels, Edward & Cromwell Kit "D"	1 Kit		Edwards & Cromwell	"D"	C-1	1	#176991
9.3.29	Plugs, Tapered, Stopper, Extra-Large	Extra-large 4" dia. compression plug	1 Kit of all three				C-1	1	#176992
9.3.31	Plugs, Half Round, Stopper, Extra-Large	Extra-large 4" dia. compression plug	Edwards & Cromwell Kit "A-2"		Edwards & Cromwell	"A-2"	C-1	1	
9.3.32	Plugs, "T" Bolt, Extra-Large	Extra-large "T" style plug	1 Kit				C-1	1	
9.3.33	Plugs, Conical, Liquid	Extra-large plastic or rubber plugs for drains, Ultratech® Drain Plug Kit	1 Kit Complete		UltraTech	3EWY1	C-1	2	
9.3.34	Plugs, Tapered, Liquid, Pneumatic	Three sizes of inflatable tapered plugs, Vetter kit # 1500009600	1 Kit		Vetter #1500009600	SN-06160504	C-2	3	#176402
9.3.36	Plugs, Expansion, Liquid, Pipe	Plumber type "fest" plugs, 10 different sizes, Edwards & Cromwell Kit "C-1"	1 Kit		Edwards & Cromwell	"C-1"	C-1	1	#176993

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
9.3.42 OR 9.2.43	Plugs, End Caps	End caps (Jim Caps), with garden spigot, 6 different sizes with bibb, 2 extra-large without bibb, Mission Rubber Company.	1 - 1 1/2" 1 - 2" 1 - 3" 1 - 4" 1 - 5" 1 - 6" 1 - 8" 1 - 10"		Mission Rubber	0701 516 0702 514 0703 512 0704 510 0705 517 0706 515 0708 016 0710 017	C-2	4	
9.3.44	Plugs, Dowels, Wood	Tapered wood dowels, 9 different sizes.	1 - 1/2" 1 - 3/4" 1 - 1" 1 - 1 1/4" 1 - 1 1/2" 1 - 2" 1 - 2 1/2" 1 - 3" 1 - 4"		San Diego Marine Exchange	00030255 00030258 00030261 00030264 00030267 00030270 00030273 00030278 00030279	C-2	4	
9.3.48	Dome Lid Tight, Clamp Type	For highway tanker manway covers	1 Unit		Northwest HazMat	Lid Tight	C-1	1	#176995
9.3.49	Dome LidLoc®, Spring Type	For highway tanker manway covers	1 Set of 3		STTS	Lid Loc	C-1	1	#176994
9.3.49a	Pipe, Repair, Side Leak	Kevlar patches, epoxy water activated, InduMar® "Stop It" Repair	2 Kits		InduMar "Stop It"		C-2	4	
9.3.49b	Flat Surface Leak, Plug, Large	"Football" by InduMar®, epoxy water activated	2 Kits		InduMar "Football"		C-2	4	
9.3.49c	Flat Surface Leak, Plug, Small	"Golf Ball" by InduMar®, epoxy water activated	2 Kits		InduMar "Golf Ball"		C-2	4	

DECONTAMINATION - Category 10

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
10.1.1	Tarps, Plastic:	Ground cover, minimum 12' x 12'	2		HDX	PY004	S-4	2	
10.1.2	Tarps, Carry-All:	Debris transfer, approx. 6' x 6"	1		MyTap.com	Y15005vcp10	S-4	2	
10.1.3	Sheeting, Plastic, Roll:	Ground cover, 20' x 100'	1 Roll		HDX	CFHD0620C	S-2	2	
10.1.4	Catch Basin:	Approx. 120 gallon capacity	1		IntraState	3108	TC1		#176406 #176407 #176408
10.1.5	Shower, Gross Decontamination	Fits into Catch Basin	1		DQE	HMT7000	TC1		#176409
10.1.6	Eye Wash, Station	ANSI Z-358.1, 7 gallon capacity	1		Bradley	Model: S19-921	S-2	2	#176405
10.1.7	Pools, Portable	Approx. 60 to 80 gallon capacity, ea., 5' x 5' x 12"	3		Husky		TC 1		
10.2.1	Stools, Portable	Folding metal chairs	1 Set of 4		National Public	Model: 310	TC 1		
(10.2.2)	De-Con Kit	Contents listed on the container					S-4	2	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, if Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
10.2.2	Brushes, Long Handle, Soft	16" handle, soft bristle	4		Harper	8572	S-4	2	
10.2.4	Brushes, Short Handle, Soft	Carpenter or dusting type, rat tail	2		HDX	408HDXRM	S-4	2	
10.2.5	Brushes, Car Wash Type	Long handle to 3 feet	2		Laitner	45C131	S-4	2	
10.2.6	Sponge Set	Approx. 4" x 4" x 6"	4				S-4	2	
10.2.7	Towels, Absorbent, Cloth	Approx. 20" x 40" (8 minimum)	1 Roll of 100		DQE	HM705	S-4	2	
10.2.8	Towels, Absorbent, Paper	Disposable (1 roll minimum)	1 Case of 10			BH-1550	S-4	2	
10.2.9	Blankets, Emergency	Disposable (4 minimum)	12 Sets		DuPont Tyvek	TY-198S-WH	S-1	2	
10.2.11	Clothing, Modesty	Disposable (minimum of 12)	6		Grainger	6F-GZ4	C-4	7	
10.2.13	Traffic Cones	Reflective, 18" tall, fluorescent red	1 Pint		Ivory		S-4	2	
10.2.15	Soap, Soft, Liquid	Hypoallergenic (No Detergent)	2 Rolls		Kappler	HM410	C-1	3	
10.2.16	Chem Tape	Roll 2" x 50'	1		Fieldtex	922-00071	S-4	2	
10.2.17	Clothing Removal Tools	Scissors	1 Case of 250		Alert Security	912PPG	S-1	2	
10.2.18	Personal Property Tracking	Sealable bags, property documentation, approx. 9" x 12"	2				S-4	2	
10.3.1	Adaptor, 1 1/2" to Garden Hose	Reducer	1				S-3	2	
10.3.3	Manifold, Light Duty, 4 way	Plastic, 1 1/2" inlet x four garden hose outlets	4		DQE	RV 100	S-4	2	
10.3.4	Hose, Garden	Approx. 25' lengths	2			HM1065	S-4	2	
10.3.5	Hose, Garden, Shut-Off	Straight in-line type, one outlet Straight in-line heavy duty, one outlet Branched "Y" type, two outlets	2 3 1		Orbit Orbit Orbit	27933 9000 50305	S-4 S-4 S-4	2 2 2	
10.3.6	Wrench, Hydrant	Adjustable	1		Red Head	105	C-4	Drawer 7	
10.3.7	Applicator, Garden Nozzles	Adjustable spray pattern, nozzle,	2		Melnor	SKU 229-855	S-4	2	
10.3.8	Applicator, Garden Sprayer	Hand pressure pump sprayer - 2 gallon	1		HBC	HM-6210	S-1	1	
10.4.1	Buckets	Approx. 5 gallon capacity, with screw lids	3 Buckets 3 Lids				S-3	1	
Extra	Tote Bag, Tools	Canvas tool tote for 5 gallon bucket	1		Leathercraft	04122	C-4	7	
10.4.2	Bags, Heavy Duty, Yard	Large, 42 gallon, 3 mil (10 minimum)	1 Box of 30		Husky	HK42WC0328	C-2	4	
10.4.3	Bags, Medium Duty, Yard	Medium, 33 gallon, 3 mil (10 min.)	1 Box of 50		UltraSack	HMD891454	C-2	4	
10.4.4	Debris Collection Unit, 30 Gal	Polyethylene, light weight	1			56W31B	S-1	2	
10.4.5	Drum, Containment, 85 Gal	Steel bolt ring type	1			26BSV8	S-1	2	
10.4.7	Drum, Liners, 55 Ga. Capacity	Polyethylene, heavy duty, 15 mil	10			2003	TS		

COMMUNICATIONS - Category 11

CA. State ID. Number	CA. State ID. Number	CA. State ID. Number	CA. State ID. Number	CA. State ID. Number	CA. State ID. Number	CA. State ID. Number		CA. State ID. Number	
						Comp.	Tray		
11.1.1	Radio, Portable, Individual	Intrinsically safe, as specified, VHF	5 Units		Bendix King Model: KNGP150CMD With Antenna # KAA0818	SN-1550 8199 SN-1550 8147 SN-1550 8250 SN-1550 8214 SN-1550 8152	CAB	Data Rack Drawer Data Rack Drawer Data Rack Drawer Data Rack Drawer	#176946 #176947 #176948 #176949 #176950
11.1.1a	Radio, Portable, Holster		5 Units		Bendix King Model: KAA0415	CABA-1402 Total of 5	CAB	Data Rack Drawer	
11.1.1b	Lapel Microphone		5 Units		Bendix King Model: BK KAA0203E	Total of 5	CAB	Data Rack Drawer	
11.1.4	Radio, Portable, In-Suit	Communication interface for totally encapsulating CPC, complete as specified	5 Units		Bendix King Model KAA0226A	Total of 5	CAB	Data Rack Drawer	
11.1.6	Radio, Portable, Batteries	Intrinsically safe, as specified	10 Units		Bendix King Model: KAA-0101 is	SN-5391-3A-0202 SN-5391-3A-0251 SN-5391-3A-0248 SN-5391-3A-0201 SN-5391-3A-0206 SN-5391-3A-0259 SN-5391-34-0105 SN-5391-3A-0112 SN-5391-3A-0243	CAB	On Radios or In Charger	
11.1.6a	Radio, Portable, Charger	Vehicle charging unit, 6-gang	1		Bendix King	NCC0380	CAB	Charger	
11.1.6b	Radio, Portable, Belt Clip	Belt clip	5		Bendix King	KAA0400	CAB	Data Rack Drawer	
11.2.1	Phone, Cellular	Provided by local agency	1	Provided by Local					
-	Radio, Mobile	138-174 MHz, 50 Watt	1 Base Unit		Bendix King	KNG M150R	CAB	Under Shelf	#176942
-	Radio, Mobile	380-470 MHz, 50 Watt	1 Base Unit		Bendix King	KNG M400R	CAB	Under Shelf	#176943
-	Radio, Mobile	440-520 MHz, 50 Watt	1 Base Unit		Bendix King	KNG M500R	CAB	Under Shelf	#176944
-	Radio, Mobile	763-870 MHz, 50 Watt	1 Base Unit		Bendix King	KNG 800R	CAB	Under Shelf	#176945

| CA. State ID. Number |
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RESPIRATORY PROTECTION - Category 12

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfg., If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
12.1.1	SCBA, Complete, Structural	NIOSH certified, with bottle, provided by local agency	5 Units	Provided by Local			C-4	1	
12.1.3	SCBA, Mask	NIOSH certified, provided by local agency	5 Units	Provided by Local			C-4		
12.1.7	SCBA, Bottles	Spare bottles	5 Spare	Provided by Local			C-4		

TOOLS, GENERAL PURPOSE - Category 13

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfg., If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.1.1	Shovel, Round Point, Steel	Long handle, garden type	1			Model: LH002	C-3	2	
13.1.3	Shovel, Square Point, Steel	Long handle	1			Model: TRP31199	C-3	2	
13.1.4	Shovel, Square Point, Plastic	Long handle, polypropylene	1			Item # 3UE40	C-3	2	
13.1.5	Shovel, Scoop	Short handle	1			Item # 18G954	C-3	2	
13.1.6	Broom, Street	Stiff bristle, long handle	1				C-3	2	
13.1.7	Drum, Up-End	Lifts 55 gallon drums	1			DTP-11	C-3	2	
13.1.8	Hammer, Sledge	Approx. 7 - 10 lbs.	1		Craftsman	T-415	C-3	2	
13.1.9	Bar, Wrecking	Approx. 36"	1		Seymour	WR-36	C-3	2	
13.1.10	Cooler, Rehydration	Approx. 5 gallon capacity	1		Igloo		S-1	1	
13.1.11	Megaphone	Battery operated, 800' range	1		Pyle	PMR-30	C4	7	
13.1.12	First Aid Kit, Large	ANSI Z-308.1, as specified	1 Kit			0100-0501	C-1	2	
13.1.13	First Aid, Trauma, Kit	Includes resuscitator, provided by local agency	1 Kit	Provided by Local			C-1	3	
13.1.14	Medical Monitoring, Kit	May be a separate duffie bag, but item inventory is included in SEL #13.1.12	See #13.1.12	Part of #13.1.12					
13.1.14a	Scale	Heavy duty, analog	1		Thinne	TH 100	C-1	2	
13.1.16	Zone Marking Kit	Contains marking items as described in its inventory, 1 kit complete	1 Roll Yellow Tape 1 Roll Red Tape 1 Powder Yellow Cont. 1 Powder Red Cont. 2 Crayon Yellow 2 Crayon Red 2 Sticks Yellow Chalk 2 Sticks Red Chalk				C-2	4	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, IF Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.1.18	Scope, Spotting	Binoculars, 10 x 100x zoom	1 Unit		Beta Optics	Model: KC315B	Under Captains Seat Compartment		
13.2.1	Hammer, Dead Blow	Approx. 32 oz.	1		Nupla	U-2	C-4	Drawer 8	
13.2.2	Hammer, Claw, Carpenters	Approx. 16 oz.	1		Craftsman	3821	C-4	Drawer 6	
13.2.3	Hammer, Engineer	Approx. 48 oz.	1		Craftsman	38309	C-4	Drawer 8	
13.2.4	Hammer, Ball Peen	Approx. 6 oz.	1		Craftsman	1962	C-4	Drawer 6	
13.2.5	Screwdriver, Set, Chisel Point	Kit of 4 different tip sizes	1 Kit of 4		Craftsman	9118	C-4	Drawer 6	
13.2.6	Screwdriver, Set, Philips	Kit of 5 different sizes	1 Kit of 5		Craftsman	47139	C-4	Drawer 6	
13.2.7	Pliers, Ordinary, Utility	Approx. 10", slip-joint	1		Craftsman	45980	C-4	Drawer 6	
13.2.8	Pliers, Wire, Side Cutting	Approx. 8" long, molded grip	1		Greenlee	0151-08M	C-4	Drawer 6	
13.2.9	Pliers, Long Nose, Needle	Approx. 6" long	1		Craftsman	45102	C-4	Drawer 6	
13.2.10	Pliers, Combination, Set	1 - Robo-Grip 10" 1 - Arc-Joint 9 1/2" 1 - Channel Lock 16"	1 Robo 1 Arc 1 Channel		RoboGrip Craftsman Channel Loc	30012 45381 460	C-4	Drawer 6	
13.2.11	Pliers, Locking, Set	1 - Vice Grip curved jaw, 10" 1 - Vice Grip curved jaw, 5" 1 - Vice Grip locking "C" clamp, 9" 1 - Vice Grip, long nose, 6" 1 - Vice Grip, welding clamp	1 Set of 5		Inwin	10CR 5CR 9SP 6LN 24T	C-4	Drawer 8	
13.2.12	Wrench, Allen, Standard	Standard English, 9 sizes minimum	1 Set of 12 Sizes		Allen	56108	C-4	Drawer 6	
13.2.13	Wrench, Allen, Metric	Metric, 9 sizes minimum	1 Set of 12 sizes		Allen	56008	C-4	Drawer 6	
13.2.14	Wrench, Crescent	1 - 10" Crescent Rapid Slide 1 - 15" Crescent adjustable	1 - 10" Rapid 1 - 15" Adj.		Crescent	AC10NKWMP AC-115	C-4	Drawer 6	
13.2.15	Wrench, Crescent, Heavy Duty	1 - 24" extra-long	1		Crescent	AC-124	C-4	Drawer 5	
13.2.16	Wrench, Pipe, Adjustable	1 - 10" 1 - 14"	1 - 10" 1 - 14"		Craftsman	MY51651 MY51652	C-4	Drawer 3	
13.2.17a	Wrench, Pipe, Heavy Duty	1 - pleated jaw with 20" chain	1		Ridgid	4CW48	C-4	Drawer 3	
13.2.17b	Wrench, Pipe, Compound	1 - compound leverage	1		Ridgid	31375	C-4	Drawer 3	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfg., If Known	Model #, Cat # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.2.18	Wrench, Universal, Bung	1 - drum ring and universal bung	1			BNW-I-W	C-4	Drawer 3	
13.2.19	Wrench, Combination, Box End	1 set to consist of 13 different sizes from 1/4" to 1".	1 Set of 13		Gearwrench	9312	C-4	Drawer 5	
13.2.20	Wrench, Combination, Industrial Sizes	1 Set to consist of 6 X-L sizes: 1 - 1 1/8" combination 1 - 1 1/4" combination 1 1/4" combination 1 3/8" combination 1 - 1 1/2" 1 1/2" combination 1 5/8" combination 1 - 1 3/4" 1 3/4" combination	1 - 1 1/8" 1 - 1 1/4" 1 - 1 3/8" 1 - 1 1/2" 1 - 1 5/8" 1 - 1 3/4"		Gearwrench	9036 9038D 9062 9042 9046D 9050	C-4	Drawer 5	
13.2.21	Wrench, Socket Set	1 Set to consist of 45 sockets for both English and Metric, 3/8" drive	1 Set, Complete		Westward	4YP76	C-4	Drawer 7	
13.2.23	Chisel, Cold	Approx. 7" long x 7/8"	1		DASCO	417-0	C-4	Drawer 6	
13.2.26	Punch Pin, Spring Loaded	Approx. 5" long, center pin	1		ABN	ABN 0834	C-4	Drawer 1	
13.2.27	Tape, Measuring, Retractable	Metal or plastic, 24' minimum	1		Stanley	33-725	C-4	Drawer 7	
13.2.28	Tape, Measuring, Re-Wind	Non-metallic, 50' minimum	1 of 100' Length		Lubkin	706 D	C-4	Drawer 7	
13.2.29	Putty Knife	Scrapping, 2" wide, flexible	1		Hyde	06222	C-4	Drawer 6	
13.2.30	Knife, General Utility	Heavy duty for carpet, thick material, kit consists of two different sizes	1 Set of 2		Craftsman	94835	C-4	Drawer 2	
13.2.31a	Cutting, Bolt, Heavy Duty	Cuts bolts, locks, 26" long	1		Rigid	14223	C-4	Drawer 8	
13.2.31	Shears, Cutting, Snips	For sheet metal, thick rubber	1		Craftsman	42798	C-4	Drawer 2	
13.2.32	Straps, Ratchet	Kit consists of 2 tie-downs, for plugging kits, 1" x 20', 1,000 lbs. rating	1 Kit				S-3	2	
13.2.33	Stop Watch	Digital or analog	1		Worksmart		C-4	Drawer 3	
13.2.33a	Clamps, T-Throat	Heavy duty "C" type, kit to include: 1 - 2 1/2" dia. 1 - 4 1/2" dia. 1 - 6" dia. 1 - 10" dia.	1 - 2 1/2" 1 - 4 1/2" 1 - 6" 1 - 10"		Kant Twist Clamp	407 415 421 435	C-4	Drawer 2	
13.2.33b	Puller, Nail	Approx. 10", puller and scraper bar	1		Craftsman	37332	C-4	Drawer 6	
13.2.33c	Saw, Hand	Coarse blade, 15" carpenters	1		Inwin	20111201	C-4	Drawer 7	
13.3.1A	Grounding Cable, Heavy Duty Clamps	1 Complete Kit, as described, with special clamps attached both ends.	2 - cables 10' 2 - cables 25'				S-3	2	
13.3.1B	Grounding Rod	1 - 5/8" dia., 6' long, tapered point	1			6256	TT-2		
13.3.1C	Grounding Rod Driver	Fits over end of grounding rod	1		Northwest HazMat	R-100	S-3	2	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model #, Cat # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.3.3	Vests, I.C., HazMat Group	1 complete set for the 8 positions	1 Set		Disaster Mgmt	633-92-298	C-1	3	
13.3.6	Non-Sparking, Hammer, Sledge	1 - 10 lbs., AMPCO Model: H-71FG	1		Ampco	2VJ11	C-3	2	
13.3.7	Non-Sparking, Hammer, Claw	1 - 16 oz., AMPCO Model: H-20FG	1		Ampco	3NY48	C-4	Drawer 1	
13.3.10	Non-Sparking, Screwdriver, Chisel Point	Set of 3 different sizes: AMPCO Model: S-35, S-37, S-39	1 - 3/16" 1 - 1/4" 1 - 5/16"		Ampco	21XV86 46C066	C-4	Drawer 1	
13.3.11	Non-Sparking, Screwdriver, Phillips Point	Set of 3 different sizes: AMPCO Model: S-1099A, S-1099, S-1100	1 - Size "1" 1 - Size "2" 1 - Size "3"		Ampco	4CZ89 4CZ88 4CZ91	C-4	Drawer 1	
13.3.12	Non-Sparking, Pliers, Ordinary	1 - adjustable, 8" long, AMPCO Model: P-31	1		Ampco	4CZ84	C-4	Drawer 1	
13.3.13	Non-Sparking, Pliers, Wire, Side Cutting	1 - side cutting lineman, AMPCO Model: 35	1		Ampco	1TEB1	C-4	Drawer 1	
13.3.14	Non-Sparking, Pliers, Long Nose	1 - needle nose AMPCO Model: P-326	1		Ampco	4CZ86	C-4	Drawer 1	
13.3.17	Non-Sparking, Wrench, Bung, Universal	1 - AMPCO Model: W-56 1 - AMPCO Model: W-58-S	1 1		Ampco	2VJ22 4DC15	C-4	Drawer 3	
13.3.18	Non-Sparking, Wrench, Crescent	1 - 8", AMPCO Model: W-71 1 - 12", AMPCO Model: W-73	1 1		Ampco	4DC25 4DC27	C-4	Drawer 1	
13.3.20	Non-Sparking, Wrench, Pipe, Adjustable	1 - 10", AMPCO Model: W-211AL 1 - 14", AMPCO Model: W-212AL	1 1		Ampco	4RPC3 4RPC4	C-4	Drawer 3	
13.3.26	Non-Sparking, Knife, Putty	1 - 2" wide, AMPCO Model: K-20	1		Ampco	4CZ72	C-4	Drawer 1	
13.3.27	Non-Sparking, Shears, Cutting	1 - 8" long, snips, AMPCO Model: S-1126a	1		Ampco	4RPP3	C-4	Drawer 1	
13.3.30	Refrigerator	Installed in command cab as part of apparatus specifications	1	Included in Apparatus Specs.	Domotic		CAB		
13.3.30a	Wheel Chocks	Set of two, aluminum with handles	1 Set of Two						

EXTRA ITEMS from APPARATUS SPEC.

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model #, Cat # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
-	Streamlight, Hand Held	Hand-held LED flash light, Knuckle Head	5		Streamlight	91628			
-	Streamlight, Charger	Multi-gang charging unit	1		Streamlight	90401			
-	DOT Reflectors	Folding Triangle reflectors, DOT	3			1005			
-	Fire Extinguisher	In cab, portable fire extinguisher ABC	1						
-	Ladder	24' Extension	1						#176964
-	Ladder	14' Roof	1						#176963

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfg., If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
-	Ladder	10' Folding	1				Ladder Comp.		#176962

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "B"
INSURANCE REQUIREMENTS

Part of the Agreement through which the State makes a temporary transfer of vehicular equipment is the Agreement on the part of the ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of equipment, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead and agreeing to hold Cal OES harmless from any personal injury or property damage claims arising out of the maintenance, use or operation of the Apparatus.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURENCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the Apparatus including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

<u>VEHICLE</u>	<u>VALUE</u>
<u>2017 HME AHREMS-FOX Type II Hazardous Materials Vehicle</u>	<u>\$538,000.00</u>
License Number: _____	
VIN Number: _____	
Engine Number: _____	
<u>EQUIPMENT</u>	
Hose and Appliances	<u>\$262,000.00</u>

RESOLUTION NO. 18-5515
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE MAYOR TO SIGN THE CONTRACT FOR THE COMMODITIES
FLOW STUDY AND AREA RESPONSE PLAN WITH PREPAREDNESS CONSULTING
& TRAINING INTL. AND THE INTERIM CITY ADMINISTRATOR TO SIGN ANY
CONSULTANT CONTRACT AMENDMENTS THAT WOULD ALLOW FOR STAFF TO
NEGOTIATE A PRICE REDUCTION

WHEREAS, the City of Susanville was successful in receiving a grant from CalOES in the amount of \$60,000.00; and

WHEREAS, as part of that grant it will provide the means to complete a Commodities Flow Study, Area Response Plan and reimburse staff time; and

WHEREAS, the grant is 100% reimbursable; and

WHEREAS, staff prepared an RFP, solicited consultants and proposals were due May 11, 2018 ; and

WHEREAS, staff held a multi-agency meeting on Wednesday, May 9, 2018 for the purpose of gathering stakeholder feedback from local fire and law enforcement; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville authorizes the Mayor to sign the contract for the Commodities Flow Study and the Area Response Plan with Preparedness Consulting & Training Intl. and the Interim City Administrator to sign any consultant contract amendments that would allow for staff to negotiate a price reduction.

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 18-5515 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of May, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

Exhibit A: Consulting Services Agreement for Professional Services

CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

TO PROVIDE GRANT ADMINISTRATION SERVICES FOR THE CalOES Hazardous Materials Emergency Preparedness Planning Subgrant Program

This **Consulting Services Agreement** (the "Agreement") is made and entered into as of

Upon the following terms and conditions of this Agreement, the CITY desires to retain CONSULTANT to perform the following:

1. Professional Services.

CONSULTANT will perform Commodities Flow Study and Area Plan as stated in scope and potentially as required by the CITY under the terms and conditions of this Agreement as described in the attached "Scope of Services" dated _____ from CONSULTANT. Such services will commence on the start date and will terminate pursuant to the terms of this Agreement.

2. Invoicing and Payment.

As sole compensation for the performance of the services, the CITY will pay CONSULTANT for the tasks stated in the Scope of Services payable on a net thirty (30) days from invoice. CONSULTANT will invoice the CITY on a monthly basis for the percent of tasks completed in performing the services. The CITY will pay each such invoice no later than thirty (30) days after its receipt. Extra Services and Reimbursable Costs are incorporated into this Agreement as provided in the Scope of Services. CONSULTANT will receive no royalty or other remuneration for the production or distribution of any products developed by the CITY or by CONSULTANT in connection with or based upon the services. CONSULTANT will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by CITY pertaining to any insurance or similar benefits that CITY makes or may make available to CITY's employees.

3. Ownership of Work Product.

CONSULTANT agrees that any and all ideas, designs, drawings, notes, computer programs, algorithms, documents, information, materials, improvements and inventions made, conceived, developed, created or first reduced to practice in the performance of the services under this Agreement shall be the sole and exclusive property of the CITY (the "Work Product").

CONSULTANT further agrees that the CITY is and shall be vested with all right, title and interest in the Work Product (including any patent, copyright, trade secret or trademark rights) under this Agreement. CONSULTANT shall have a perpetual irrevocable license to use and reuse detail elements and design elements incorporated into any Work Product without compensation or payment to CITY.

4. Term

Either party may terminate this Agreement upon 30-day written notice to the other party for any reason or no reason. In the event the CITY terminates this Agreement, CONSULTANT shall cease all work immediately after receiving notice from the CITY unless otherwise advised by the CITY and shall

notify the CITY of all costs incurred up to such termination date.

5. Independent Consultant

CONSULTANT is an independent Consultant and is not an agent or employee of, and has no authority to bind, CITY by contract or otherwise. CONSULTANT will perform the professional services under the general direction of CITY, but CONSULTANT will determine, in CONSULTANT's sole discretion, the manner and means by which such services are accomplished, subject to the requirement that CONSULTANT shall at all times comply with applicable law. CITY has no right or authority to control the manner or means by which such services are accomplished.

6. Warranty.

CONSULTANT warrants that its services hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

7. Indemnification by CONSULTANT.

CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, the CONSULTANT shall provide a defense to the CITY indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

8. Insurance Requirement.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the City Clerk.

- (a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
- (b) Errors and omissions insurance to a minimum coverage of \$1,000,000, with neither CONSULTANT nor listed sub-CONSULTANTS having less than \$1,000,000 individually;
- (c) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to

City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

- (d) Auto Liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than \$1,000,000 per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

All insurance policies shall have a minimum A.M. Best rating of A- VII, unless otherwise approved by the CITY's Risk Manager.

Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

The CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

9. Nondisclosure.

CONSULTANT acknowledges that CONSULTANT will acquire information and materials from CITY and knowledge regarding, without limitation, the business, products, finances, future plans, customers, clients, employees, and CONSULTANTS of CITY and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Work Product, are and will be the trade secrets and confidential and proprietary information of CITY (collectively, the "Confidential Information"). Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of CONSULTANT, by operation of law, or that CITY regularly gives to third parties without restriction on use or disclosure. CONSULTANT agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the services, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. CONSULTANT further agrees to take all action necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

10. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws. In the event any cases evolve, said cases shall be heard in Lassen County Court.

11. Notice.

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

(a) City of Susanville: Dan Newton, Interim City Administrator, 66 N. Lassen Street, Susanville, CA 96130

(b) CONSULTANT: _____

12. Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

13. Assignment.

CONSULTANT may not assign CONSULTANT's rights or delegate CONSULTANT's duties under this Agreement without the prior written consent of the CITY. Any attempted assignment or delegation without such consent will be void.

14. Waiver.

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

15. Equitable Remedies.

Because the services are personal and unique and because CONSULTANT will have access to Confidential Information of CITY, CITY will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that CITY may have for a breach of this Agreement.

16. Entire Agreement.

This Agreement, together with its attached exhibits, constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of CONSULTANT's invoices shall be superseded by the terms and conditions of this Agreement.

In Witness Whereof, the parties hereto have executed the **Consulting Services Agreement** for CONSULTANT as of the date set forth in the first paragraph hereof.

CITY OF SUSANVILLE

CONSULTANT

Dan Newton, Interim City Administrator

Name, Title

Approved as to Form and Content:

City Attorney

Reviewed by:  Interim City Administrator
 _____ City Attorney

_____ Motion only
 Resolution
 _____ Ordinance
 _____ Information

Submitted by: Daniel Gibbs, Acting City of Susanville Public Works Director

Action Date: May 16, 2018

SUSANVILLE MUNICIPAL ENERGY CORPORATION AGENDA ITEM

SUBJECT: Resolution EC-18-210 authorizing Chairperson to execute a quitclaim deed for the transfer of ownership for SMEC owned properties to the City of Susanville

PRESENTED BY: Daniel Gibbs, Acting Public Works Director for the City of Susanville

SUMMARY: The Susanville Municipal Energy Corporation (SMEC) owns a variety of property encompassing public facilities that serve a variety of municipal utility services and their functions. Quitclaim deeds for the transfer of these properties from SMEC to the City are attached. These properties include the following:

<u>APN</u>	<u>ADDRESS</u>	<u>DESCRIPTION</u>
099-260-26	None	Cady Springs & Chlorine House
101-050-53	None	Bagwell Springs & Tank
103-250-52	Harris Drive / SR 36	Harris Tank and Pump Station
103-280-24	SR 36 btw Quarry/Harris	Empty parcel
105-350-07	Hall of Justice	Well No. 1
107-260-24	South Street Extension	South Street Tank
116-060-24	Johnstonville Road	Well No. 3

FISCAL IMPACT: There is no fiscal impact to SMEC. All preparation of documents has been performed by the City. Recording fees, if any, will be provided by the City.

ACTION REQUESTED: Adopt Resolution EC-18-210 authorizing the Chairperson to execute quitclaim deeds for the transfer of SMEC owned parcels to the City of Susanville and directing the SMEC Clerk to record the deeds once executed with the Lassen County Recorder.

ATTACHMENTS: Resolution EC-18-210 Transfer Ownership of SMEC Property
 Proposed Quitclaim Deed
 Exhibit 'A' & 'B'

RESOLUTION NO EC 18-210
A RESOLUTION OF THE SUSANVILLE MUNICIPAL ENERGY CORPORATION
TRANSFERRING OWNERSHIP OF ALL PROPERTIES TO THE CITY OF
SUSANVILLE AND AUTHORIZING THE CHAIRMAN TO SIGN AND HAVE QUIT
CLAIM DEEDS RECORDED

WHEREAS, the Susanville Municipal Energy Corporation (SMEC) owns certain properties in and around the City of Susanville, a copy of which is attached hereto as Exhibit 'A'; and

WHEREAS, the SMEC desires to transfer ownership of said properties and their facilities into the ownership of the City of Susanville; and

WHEREAS, it is the best interest of the SMEC and the City to transfer ownership of said properties for the purpose of protecting and maintaining said properties containing public utility facilities.

NOW, THEREFORE, BE IT RESOLVED by the Susanville Municipal Energy Corporation, that:

1. The Susanville Municipal Energy Corporation hereby agrees to the transfer of the aforesaid properties through means of quitclaim and further agrees to the terms set forth in it;
2. The Chairman of the Susanville Municipal Energy Corporation is hereby authorized and directed to execute the documents pertaining to the transfer of the SMEC properties to the ownership of the City;
3. The Clerk to the SMEC is directed and authorized to cause a certified copy of this Resolution to be recorded with the Lassen County Recorder.

APPROVED: _____
Kathie Garnier, Chairperson

ATTEST: _____
Gwenna MacDonald, Clerk

The foregoing Resolution No. EC 18-210 was adopted at a regular meeting of the Susanville Municipal Energy Corporation held on the 16th day of May in 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, Clerk

APPROVED AS TO FORM:

Jessica Ryan, Attorney

WHEN RECORDED MAIL THIS DEED AND, UNLESS SHOWN BELOW, MAIL TAX STATEMENT TO:

Name Susanville Municipal Energy Corporation
Street 66 Lassen Street
Address
City & Susanville, California
State
Zip 96130

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

The undersigned grantor declares that there is no Documentary Transfer Tax due. R&T 11911

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE SUSANVILLE MUNICIPAL ENERGY CORPORATION, A NON-PROFIT PUBLIC BENEFIT CORPORATION, AS GRANTOR:

hereby **GRANT(S)** to: THE CITY OF SUSANVILLE, A MUNICIPAL CORPORATION, AS GRANTEE

the following described real properties in the incorporated area of the City of Susanville and in the unincorporated area of the County of Lassen, State of California:

See Exhibit "A" & "B" attached

Dated _____

Kathie Garnier, Chairperson

ATTACH NOTARY WHERE REQUIRED

EXHIBIT 'A'

APN 101-050-53 (BAGWELL SPRINGS)

ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN THE CITY OF SUSANVILLE AND THE COUNTY OF LASSEN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

IN TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 19: THE NE 1/4 OF THE SW 1/4; AND THE NW 1/4 OF THE SE 1/4.

PARCEL 2:

AN EASEMENT FOR WATER LINE PURPOSES, FROM BAGWELL SPRINGS, OVER, UNDER AND ACROSS A STRIP OF LAND, 15 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 19, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN, WHICH BEARS WEST 1899.72 FEET FROM THE SOUTH EAST CORNER OF SAID SECTION 19, AND RUNNING THENCE NORTH 22°08'51" WEST 799.40 FEET; THENCE NORTH 31°38'27" WEST 82.28 FEET; THENCE NORTH 48°27'28" WEST 207.47 FEET; THENCE NORTH 36°15'13" WEST 121.88 FEET; THENCE NORTH 29°42'26" WEST 114.55 FEET; THENCE NORTH 25°03'15" WEST 200 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 19.

PARCEL 3:

AN EASEMENT FOR WATER LINE PURPOSES, FROM BAGWELL SPRINGS, OVER, UNDER AND ACROSS A STRIP OF LAND, 15 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN, WHICH BEARS WEST 1899.72 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 22°08'51" EAST 113.82 FEET; THENCE SOUTH 22°12'22" EAST 1227.70 FEET; THENCE SOUTH 28°43'43" EAST 149.21 FEET; THENCE SOUTH 33°32'14" EAST 128.66 FEET; THENCE SOUTH 16°25'35" EAST 547 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF LANDS OF EGAN LAND COMPANY, A PARTNERSHIP, AS DESCRIBED ON THE DEED RECORDED DECEMBER 15, 1977 IN BOOK 325 OF OFFICIAL RECORDS, AT PAGE 203 IN THE OFFICE OF THE LASSEN COUNTY RECORDER.

PARCEL 4:

AN EASEMENT FOR PUMP STATION PURPOSES, OVER, UNDER AND ACROSS A STRIP OF LAND, 30 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION 30, WEST 1899.72 FEET; THENCE SOUTH 22°08'51" EAST 113.82 FEET; THENCE SOUTH 22°12'22" EAST 1227.70 FEET; THENCE SOUTH 28°43'43" EAST 20.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS CENTERLINE; THENCE CONTINUING SOUTH 28°43'43" EAST 35.00 FEET TO THE POINT OF TERMINATION OF THIS CENTERLINE.

APN 103-280-24 (EMPTY PARCEL ALONG SR36 BTW QUARRY AND HARRIS)

PARCEL 5:

ALL THAT PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF:

COMMENCING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN, AND RUNNING THENCE ALONG THE WEST LINE OF SAID SE 1/4, NE 1/4, SOUTH 1051 FEET MORE OR LESS TO THE NORTH LINE OF THE CALIFORNIA STATE HIGHWAY ROUTE 29 AS DESCRIBED IN THAT DEED RECORDED IN BOOK 12 OF DEEDS AT PAGE 110 IN THE OFFICE OF THE LASSEN COUNTY RECORDER; THENCE ALONG SAID HIGHWAY, SOUTH 55°55' EAST 215.05 FEET TO A CONCRETE MONUMENT 30 FEET LEFT OF ENGINEER'S STATION 310 + 74.28; THENCE NORTH 15°23' EAST 198 FEET TO THE SOUTHWEST CORNER OF "LAND OF BRETTWIESER & MCFADDEN" DEPICTED ON THAT RECORD OF SURVEY MAP FILED IN BOOK 4 OF MAPS AT PAGE 21 IN THE OFFICE OF SAID RECORDER, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 88°49' EAST 232.80 FEET TO THE MOST NORTHERLY CORNER OF "LANDS OF MASTOLIER" AS DEPICTED ON THAT RECORD OF SURVEY FILED IN BOOK 3 OF SAID MAPS AT PAGE 54; THENCE SOUTH 38°12'30" WEST 236.09 FEET TO THE MOST WESTERLY CORNER OF SAID LANDS OF MASTOLIER, ON THE NORTHERLY LINE OF STATE HIGHWAY 36, AS SAID STATE HIGHWAY IS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 5, 1932 IN BOOK 29 OF DEEDS AT PAGE 8; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID HIGHWAY, ALONG A 550 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°04'45", AN ARC DISTANCE OF 96.75 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE NORTH 03°05' EAST 183.45 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING THEREFROM EASEMENTS FOR POWER LINE PURPOSES, 15 FEET WIDTH, THE CENTERLINES OF WHICH BEGIN NORTH 03°05' EAST 85.00 FEET FROM THE ABOVE-DESCRIBED "POINT A" AND RUN THENCE SOUTH 81°30' EAST 6.50 FEET; THENCE NORTH 23°40' EAST 85.00 FEET TO A POINT HEREFTER REFERRED TO AS "POINT B"; THENCE NORTH 77°00' WEST 37 FEET MORE OR LESS TO THE WEST LINE OF THE ABOVE-DESCRIBED PARCEL OF LAND; ALSO, BEGINNING AT SAID "POINT B" AND RUNNING THENCE NORTH 77°20' EAST 105.00 FEET TO A POINT HEREFTER REFERRED TO AS "POINT C"; THENCE CONTINUING NORTH 77°20' EAST 14 FEET MORE OR LESS TO THE NORTH LINE OF THE ABOVE-DESCRIBED PARCEL OF LAND; ALSO, BEGINNING AT SAID "POINT C" AND RUNNING THENCE NORTH 05°00' EAST 3 FEET MORE OR LESS TO SAID NORTH LINE; ALSO, BEGINNING AT SAID "POINT C" AND RUNNING THENCE SOUTH 33°50' WEST 84.00 FEET.

PARCEL 6:

AN EASEMENT FOR ACCESS ROAD PURPOSES OVER AND ACROSS A STRIP OF LAND, 15 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AT FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE ABOVE DESCRIBED PARCEL 5 WHICH BEARS NORTH 03°05' EAST, 60.00 FEET FROM "POINT A" AS REFERRED TO THEREIN; THENCE NORTH 81°49' WEST, 66.00 FEET; THENCE NORTH 35°33' WEST, 56.00 FEET; THENCE NORTH 64°05' WEST, 138 FEET, MORE OR LESS, TO THE POINT OF TERMINATION OF THIS CENTERLINE AT THE TERMINATION OF THE CENTERLINE OF THAT CERTAIN EASEMENT DESCRIBED IN THE DEED TO CALIFORNIA PACIFIC UTILITIES

COMPANY, RECORDED OCTOBER 31, 1946 IN BOOK 38 OF OFFICIAL RECORDS, PAGE 36.

PARCEL 7:

AN EASEMENT FOR WATER LINE PURPOSES OVER, UNDER AND ACROSS A STRIP OF LAND, 10 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE ABOVE DESCRIBED PARCEL 5 WHICH BEARS NORTH 03°05' EAST, 97.00 FEET FROM "POINT A" AS REFERRED TO THEREIN; THENCE NORTH 81°20' WEST, 135.00 FEET; THENCE NORTH 72°10' WEST, 96 FEET, MORE OR LESS, TO THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN.

PARCEL 8:

AN EASEMENT FOR COMMUNICATION LINE PURPOSES OVER, UNDER AND ACROSS A STRIP OF LAND, 10 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE ABOVE DESCRIBED PARCEL 5 WHICH BEARS NORTH 03°05' EAST, 113.00 FEET FROM "POINT A" AS REFERRED TO THEREIN; THENCE SOUTH 86°30' WEST, 26.00 FEET; THENCE NORTH 74°20' WEST, 197.00 FEET; THENCE NORTH 51°40' WEST, 12 FEET, MORE OR LESS, TO THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN.

APN 116-60-24 (WELL NO. 3 ON JOHNSTONVILLE ROAD)

PARCEL 9:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM MILLARD W. ULCH, ET UX TO P.G. PARRY, ET UX, RECORDED AUGUST 11, 1947, IN BOOK 40 OF OFFICIAL RECORDS, AT PAGE 254, WITH THE SOUTHERN LINE OF COUNTY ROAD 215 (FORMERLY CALIFORNIA STATE HIGHWAY NO. 36), AND RUNNING THENCE SOUTH 02°56' WEST ALONG THE SAID EASTERN LINE OF THE PARCEL SO DESCRIBED IN SAID DEED TO PARRY 306 FEET TO THE INTERSECTION THEREOF WITH THE NORTHERN LINE OF THE SOUTHERN RAILWAY RAILROAD AS SAID LINE WAS ESTABLISHED BY THAT CERTAIN DEED FROM WILLIAM BROCKMAN TO CENTRAL PACIFIC RAILROAD COMPANY, A CORPORATION, RECORDED JUNE 20, 1910 IN BOOK "T" OF DEEDS AT PAGE 471; THENCE SOUTH 87°06' EAST ALONG SAID NORTHERN LINE OF SAID RAILROAD 218.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°06' EAST ALONG SAID NORTHERN LINE OF SAID RAILROAD 100 FEET TO THE INTERSECTION THEREOF WITH THE WESTERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM MILLARD W. ULCH, ET UX. TO O. EUGENE GOOD, ET UX, RECORDED JULY 6, 1948 IN BOOK 46 OF OFFICIAL RECORDS AT PAGE 237; THENCE NORTH 02°54' EAST ALONG SAID WESTERN LINE OF SAID LAND SO DESCRIBED IN SAID DEED TO GOOD 100 FEET; THENCE NORTH 87°06' WEST PARALLEL TO SAID NORTHERN LINE OF SAID RAILROAD 100 FEET; THENCE SOUTH 02°54' WEST PARALLEL TO SAID WESTERN LINE OF SAID LAND SO DESCRIBED IN SAID DEED TO GOOD; 100 FEET TO THE TRUE POINT OF BEGINNING. ALSO BEGINNING AT THE NORTHEASTERLY CORNER OF THE PARCEL OF LAND HEREINABOVE DESCRIBED AND RUNNING THENCE NORTH 87°06' WEST ALONG THE NORTHERLY BOUNDARY OF THE PARCEL OF LAND HEREINABOVE DESCRIBED A DISTANCE OF 12 FEET; THENCE NORTH 02°54' EAST 120 FEET MORE OR LESS TO THE SOUTHERN LINE OF SAID COUNTY ROAD NO. 215; THENCE SOUTHEASTERLY ALONG

SAID SOUTHERN LINE A DISTANCE OF 12 FEET MORE OR LESS TO THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID DEED RECORDED IN BOOK 46 OF OFFICIAL RECORDS AT PAGE 237; THENCE SOUTH 02°54' WEST 117.35 FEET MORE OR LESS TO THE POINT OF BEGINNING. RESERVING THEREFROM AN EASEMENT FOR ELECTRIC SUBSTATION PURPOSES DESCRIBED AS BEGINNING AT A POINT WHICH BEARS SOUTH 87°06' EAST 50.00 FEET FROM THE ABOVE-DESCRIBED TRUE POINT OF BEGINNING AND RUNNING THENCE SOUTH 87°06' EAST 50.00 FEET; THENCE NORTH 02°54' EAST 47.00 FEET; THENCE NORTH 87°06' WEST 50.00 FEET TO A POINT HEREINAFTER TO AS "POINT A"; THENCE SOUTH 02°54' WEST 47.00 FEET TO THE POINT OF BEGINNING.

ALSO RESERVING THEREFROM AN EASEMENT FOR ACCESS PURPOSES, DESCRIBED AS BEGINNING AT ABOVE-DESCRIBED "POINT A" AND RUNNING THENCE SOUTH 87°06' EAST 20.00 FEET; THENCE NORTH 02°54' EAST 33.00 FEET; THENCE SOUTH 87°06' EAST 30.00 FEET; THENCE NORTH 02°54' EAST 20.00 FEET; THENCE NORTH 87°06' WEST 50.00 FEET; THENCE SOUTH 02°54' WEST 53.00 FEET TO THE POINT OF BEGINNING.

ALSO RESERVING THEREFROM AN EASEMENT FOR ELECTRIC POWER AND COMMUNICATION PURPOSES, DESCRIBED AS BEGINNING AT A POINT WHICH BEARS SOUTH 87°06' EAST 35.00 FEET FROM ABOVE-DESCRIBED "POINT A" AND RUNNING THENCE SOUTH 87°06' EAST 15.00 FEET; THENCE NORTH 02°54' EAST 53.00 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT B"; THENCE NORTH 87°06' WEST 15.00 FEET; THENCE SOUTH 02°54' WEST 53.00 FEET TO THE TRUE POINT OF BEGINNING. ALSO RESERVING THEREFROM AN EASEMENT FOR ACCESS AND UTILITIES PURPOSES DESCRIBED AS BEGINNING AT ABOVE-DESCRIBED "POINT B" AND RUNNING THENCE NORTH 87°06' WEST 12.00 FEET; THENCE NORTH 02°54' EAST 120 FEET MORE OR LESS TO THE SOUTH LINE OF SAID COUNTY ROAD NO. 215; THENCE ALONG SAID SOUTH LINE SOUTHEASTERLY 12 FEET MORE OR LESS TO A LINE DRAWN NORTH 02°54' EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 02°54' WEST 117.35 FEET TO THE POINT OF BEGINNING.

APN 103-250-52 (HARRIS DRIVE WATER STORAGE TANK)

PARCEL 10:

ALL THAT PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF STATE HIGHWAY NO. 36 WHICH BEARS NORTH 30°13' EAST 50.00 FEET FROM ENGINEERS STATION 298+35.00, SAID POINT ALSO WHICH BEARS SOUTH 44°01'30" WEST 985 FEET MORE OR LESS FROM THE NORTHEAST CORNER OF THE SW 1/4 OF NE 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN, AND RUNNING THENCE NORTH 30°13' EAST 26.43 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 270 FEET, AN ARC DISTANCE OF 95 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST LINE OF OLD CALIFORNIA ROUTE 29 AS DESCRIBED IN THAT DEED RECORDED IN BOOK 4 OF DEEDS AT PAGE 406; THENCE NORTHERLY ALONG SAID WESTERLY LINE 49 FEET MORE OR LESS TO A POINT 40.00 FEET RIGHT OF ENGINEERS STATION 300+88.04 ON SAID ROUTE 29; THENCE SOUTH 89°05' EAST 20.00 FEET; THENCE NORTH 0°55' EAST 26.20 FEET TO THE SOUTHEAST CORNER OF PARCEL A AS SHOWN ON THAT PARCEL MAP FOR MAURICE AND HAROLD PAILLET FILED IN BOOK 8 OF MAPS AT PAGE 87; THENCE SOUTH 89°05' WEST 265 FEET MORE OR LESS TO THE INTERSECTION WITH THE NORTHERLY LINE OF SAID HIGHWAY NO. 36 AS DESCRIBED IN THAT DEED RECORDED

IN VOLUME 186 OF OFFICIAL RECORDS AT PAGE 682; THENCE ALONG SAID NORTHERLY LINE SOUTH 40°57'40" EAST 195 FEET MORE OR LESS TO A POINT WHICH BEARS NORTH 30°13' EAST 50.00 FEET FROM ENGINEERS STATION 297+48.84 ON SAID HIGHWAY 36; THENCE SOUTH 59°47' EAST 86.16 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

AN EASEMENT FOR WATER LINE PURPOSES OVER, UNDER AND ACROSS A STRIP OF LAND, 10 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING A POINT ON THE WEST LINE OF PARCEL A AS SHOWN ON THE PARCEL MAP FOR MAURICE AND HAROLD PAILLET FILED IN BOOK 8 OF MAPS AT PAGE 87 FROM WHICH THE NW CORNER OF SAID PARCEL A BEARS NORTH 0°55' EAST, 58.00 FEET; THENCE NORTH 37°30' WEST, 216.95 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE CONTINUING NORTH 37°30' WEST, 283 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SW 1/4 OF NE 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN.

PARCEL 12:

AN EASEMENT FOR WATER LINE PURPOSES OVER, UNDER AND ACROSS A STRIP OF LAND, 10 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF PARCEL B AS SHOWN ON THE PARCEL MAP FOR MAURICE AND HAROLD PAILLET FILED IN BOOK 8 OF MAPS AT PAGE 87 FROM WHICH THE NORTHWEST CORNER OF SAID PARCEL B BEARS NORTH 0°55' EAST, 15.00 FEET; THENCE NORTH 75°20' WEST, 138.78 FEET TO "POINT A" AS REFERRED TO IN PARCEL 11 ABOVE DESCRIBED.

APN 099-260-26 (CADY SPRINGS)

PARCEL 13:

IN TOWNSHIP 30 NORTH, RANGE 11 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 35:

THE NE 1/4 OF THE SW 1/4.

APN 105-350-07 (WELL NO. WEST OF THE HALL OF JUSTICE)

PARCEL 14:

ALL THAT PORTION OF BLOCK C OF MILWOOD GARDENS ON THE MAP OF MILWOOD TRACT FILED JULY 6, 1921 IN BOOK 1 OF MAPS PAGE 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 35 OF SAID BLOCK C; THENCE NORTH 0°20' EAST, 3 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°40' WEST, 28 FEET; THENCE NORTH 0°20' EAST, 30.1 FEET; THENCE SOUTH 89°40' EAST, 28 FEET; THENCE SOUTH 0°20' WEST TO THE TRUE POINT OF BEGINNING.

APN 107-260-24 & 41 (SOUTH STREET WATER STORAGE TANK)

PARCEL 15:

PARCELS A AND B AS SHOWN ON THE RECORD OF SURVEY FOR THE CITY OF SUSANVILLE, FILED FEBRUARY 24, 1970 IN THE OFFICE OF THE LASSEN COUNTY RECORDER IN BOOK 7 OF MAPS, AT PAGE 63.

Exhibit "B"

THE ASSESSOR'S PARCEL NUMBERS OF THE PARCELS REFERRED TO HEREIN AS FOUND ON THE CURRENT 2018 LASSEN COUNTY ASSESSOR'S TAX ROLL ARE AS FOLLOWS:

<u>APN</u>	<u>ADDRESS</u>	<u>DESCRIPTION</u>
099-260-26	None	Cady Springs & Chlorine House
101-050-53	None	Bagwell Springs & Tank
103-250-52	Harris Drive / SR 36	Harris Tank and Pump Station
103-280-24	SR 36 btw Quarry/Harris	Empty parcel
105-350-07	Hall of Justice	Well No. 1
107-260-24	South Street Extension	South Street Tank
116-060-24	Johnstonville Road	Well No.3

END OF EXHIBIT

Reviewed by: Interim City Administrator
 City Attorney

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted by: Quincy McCourt, Project Manager

Action Date: May 16, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Community Workshop Series

PRESENTED BY: Quincy McCourt, Project Manager

SUMMARY: Over the years, the City has developed many different concepts to improve the quality of life for Susanville residents and visitors. The recent outreach from the Paul Bunyan Connectivity Grant has shed light on projects to be considered that will enhance the multi-modal transportation. Because community feedback will only strengthen future planning efforts, staff proposes to host a series of workshops. These workshops will essentially be one workshop hosted every two weeks concluding at the August 1, 2018 City Council meeting. They will not be presentation based, but informal trickle in, trickle out share your thoughts framework. Staff is looking for new ideas as well as gaining an assessment of community support for the current inventory of projects. In a synchronous manner to advance the goals of the Paul Bunyan Connectivity Grant, staff is considering offering a tour to seven of the potential project sites, five of which were cultivated as the result of the grant, to engage the public, other stakeholders and members of council. Engaging the public via a bus tour of sites is looked favorably on by grantors.

Staff is requesting that the council members participate in the tour, however no more than two council members will be able to tour at the same time. The tour is estimated to be approximately two hours in length and will be noticed in accordance with Brown Act requirements. The intent of the tour is to visit sites that have a definite need for active transportation improvements to enhance the safety of bikers and pedestrians and expose attendees to the real life situation.

All members of the public are welcome to attend the informal workshops, and staff will prepare a summary at the conclusion of the series at the August 1, 2018 meeting of City Council. The lengthy timeline to conduct the workshops is designed to provide an increased opportunity for more community participation, and the tour is to offer a tangible experience.

FISCAL IMPACT: None.

ACTION REQUESTED: Staff intends to host a series of workshops and a project sites tour to gather community feedback and is requesting of council two reservations on the bus tour.

ATTACHMENTS: None.